

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 Washington, DC 20549
Form S-4
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)
 (For Co-Registrants, Please See Table of Other Registrants on the Following Page)

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

4953
*(Primary Standard Industrial
 Classification Code Number)*

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

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

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

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

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

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

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

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.
 If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.
 If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.
 Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
 (Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

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

- (1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f)(1) under the Securities Act of 1933, as amended.
 (2) No further fee is payable pursuant to Rule 457(n) under the Securities Act of 1933, as amended.

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

TABLE OF OTHER REGISTRANTS

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

<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Alabama Recycling Services, Inc.	Alabama	63-1125333
Autauga County Landfill, LLC	Alabama	87-0708224
GEK, Inc.	Alabama	63-1059042
Allied Waste Industries (Arizona), Inc.	Arizona	76-0353315
Allied Waste Industries (Southwest), Inc.	Arizona	86-0834266
Allied Waste Systems of Arizona, LLC	Arizona	20-4754255
Apache Junction Landfill Corporation	Arizona	86-0807383
Cactus Waste Systems, LLC	Arizona	74-0193806
Central Arizona Transfer, Inc.	Arizona	20-3469072
Mesa Disposal, Inc.	Arizona	86-0641823
Midway Development Company, Inc.	Arizona	20-1234650
Pinal County Landfill Corp.	Arizona	86-0834267
Republic Services of Arizona Hauling, LLC	Arizona	65-0872472
Summit Waste Systems, Inc.	Arizona	86-0940236
Tri-State Refuse Corporation	Arizona	86-0205736
A D A J Corporation	California	95-3996398
Allied Waste of California, Inc.	California	86-0841277
Allied Waste Transfer Services of California, LLC	California	20-4735721
Atlas Transport, Inc.	California	95-2454199
Bay Collection Services, Inc.	California	68-0423276
Bay Environmental Management, Inc.	California	94-2547085
Bay Landfills, Inc.	California	68-0423275
Bay Leasing Company, Inc.	California	68-0206342
Berkeley Sanitary Service, Inc.	California	68-0205653
BLT Enterprises of Oxnard, Inc.	California	77-0404336
Borrego Landfill, Inc.	California	33-0777844
Browning-Ferris Industries of California, Inc.	California	95-2772010
Charter Evaporation Resource Recovery Systems	California	68-0195486
Crockett Sanitary Service, Inc.	California	68-0395297
Delta Container Corporation	California	94-1751866
Delta Paper Stock, Co.	California	94-2523340
Elder Creek Transfer & Recovery, Inc.	California	68-0461018
Forward, Inc.	California	94-1544481
Golden Bear Transfer Services, Inc.	California	20-1197062
Imperial Landfill, Inc.	California	86-0972399
Independent Trucking Company	California	94-1752713
International Disposal Corp. of California	California	94-2229685
Keller Canyon Landfill Company	California	77-0222614
La Cañada Disposal Company, Inc.	California	95-4108930
Lathrop Sunrise Sanitation Corporation	California	68-0349203
Oceanside Waste & Recycling Services	California	95-4516562

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<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Otay Landfill, Inc.	California	33-0777847
Palomar Transfer Station, Inc.	California	33-0777845
Perdomo & Sons, Inc.	California	95-2759289
Ramona Landfill, Inc.	California	33-0777841
RI/Alameda Corp.	California	65-1049389
Richmond Sanitary Service, Inc.	California	68-0204974
San Diego Landfill Systems, LLC	California	20-2391637
San Marcos NCRRF, Inc.	California	33-0777842
Solano Garbage Company	California	94-2537922
Sunrise Sanitation Service, Inc.	California	94-2737713
Sunset Disposal Service, Inc.	California	94-2449716
Sycamore Landfill, Inc.	California	33-0777839
West Contra Costa Energy Recovery Company	California	68-0050806
West Contra Costa Sanitary Landfill, Inc.	California	68-0206389
West County Landfill, Inc.	California	68-0206346
West County Resource Recovery, Inc.	California	68-0206339
Zakaroff Services	California	95-3941388
Allied Waste Systems of Colorado, LLC	Colorado	20-4911774
Bunting Trash Service, Inc.	Colorado	84-0744234
Denver RL North, Inc.	Colorado	86-1005476
Frontier Waste Services (Colorado), LLC	Colorado	91-2121802
Republic Services of Colorado Hauling, LLC	Colorado	65-0872366
Republic Services of Colorado I, LLC	Colorado	65-0872372
Abilene Landfill TX, LP	Delaware	26-0015748
Allied Enviroengineering, Inc.	Delaware	76-0294430
Allied Gas Recovery Systems, L.L.C.	Delaware	86-0912667
Allied Green Power, Inc.	Delaware	59-3771629
Allied Nova Scotia, Inc.	Delaware	86-0898257
Allied Services, LLC	Delaware	86-0897719
Allied Waste Alabama, Inc.	Delaware	86-0836214
Allied Waste Company, Inc.	Delaware	76-0294431
Allied Waste Environmental Management Group, LLC	Delaware	20-4987213
Allied Waste Holdings (Canada) Ltd.	Delaware	86-0911064
Allied Waste Industries, Inc.	Delaware	88-0228636
Allied Waste Landfill Holdings, Inc.	Delaware	52-2044846
Allied Waste North America, Inc.	Delaware	86-0843596
Allied Waste of New Jersey-New York, LLC	Delaware	86-0911491
Allied Waste Recycling Services of New Hampshire, LLC	Delaware	20-5406806
Allied Waste Rural Sanitation, Inc.	Delaware	91-1886463
Allied Waste Services of Colorado, Inc.	Delaware	26-1208222
Allied Waste Services of North America, LLC	Delaware	20-1838910
Allied Waste Sycamore Landfill, LLC	Delaware	30-0076497
Allied Waste Systems Holdings, Inc.	Delaware	59-2068174
Allied Waste Systems of Indiana, LLC	Delaware	20-8044243

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<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Allied Waste Systems, Inc.	Delaware	36-2750252
Allied Waste Transfer Services of Arizona, LLC	Delaware	20-5130289
Allied Waste Transfer Services of Rhode Island, LLC	Delaware	20-5046235
Allied Waste Transportation, Inc.	Delaware	52-2044848
American Disposal Services of Illinois, Inc.	Delaware	13-3831976
American Disposal Services of New Jersey, Inc.	Delaware	36-4229718
American Disposal Services of West Virginia, Inc.	Delaware	36-4206387
American Disposal Services, Inc.	Delaware	13-3858494
American Disposal Transfer Services of Illinois, Inc.	Delaware	36-4210454
Anson County Landfill NC, LLC	Delaware	52-2044849
Ariana, LLC	Delaware	65-0886342
Attwoods of North America, Inc.	Delaware	98-0066273
AWIN Leasing Company, Inc.	Delaware	76-0351502
AWIN Management, Inc.	Delaware	76-0353318
BBCO, Inc.	Delaware	20-2103652
BFGSI, L.L.C.	Delaware	—
BFI Atlantic, Inc.	Delaware	76-0367890
BFI Energy Systems of Albany, Inc.	Delaware	76-0293880
BFI Energy Systems of Delaware County, Inc.	Delaware	76-0489490
BFI Energy Systems of Hempstead, Inc.	Delaware	76-0167169
BFI Energy Systems of Niagara II, Inc.	Delaware	86-0997176
BFI Energy Systems of Niagara, Inc.	Delaware	76-0346826
BFI Energy Systems of SEMASS, Inc.	Delaware	76-0489491
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware	76-0293894
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware	76-0353600
BFI International, Inc.	Delaware	98-0055699
BFI REF-FUEL, INC.	Delaware	76-0293907
BFI Trans River (GP), Inc.	Delaware	76-0490105
BFI Transfer Systems of Alabama, LLC	Delaware	86-1024458
BFI Transfer Systems of DC, LLC	Delaware	—
BFI Transfer Systems of Georgia, LLC	Delaware	86-1024457
BFI Transfer Systems of Maryland, LLC	Delaware	86-1026339
BFI Transfer Systems of Mississippi, LLC	Delaware	86-1026340
BFI Transfer Systems of Texas, LP	Delaware	86-1024535
BFI Transfer Systems of Virginia, LLC	Delaware	86-1024453
BFI Waste Services of Indiana, LP	Delaware	86-1024528
BFI Waste Services of Tennessee, LLC	Delaware	—
BFI Waste Services of Texas, LP	Delaware	86-1024527
BFI Waste Services, LLC	Delaware	86-1006825
BFI Waste Systems of Alabama, LLC	Delaware	86-1024529
BFI Waste Systems of Arkansas, LLC	Delaware	86-1024531
BFI Waste Systems of Georgia, LLC	Delaware	86-1024530
BFI Waste Systems of Indiana, LP	Delaware	86-1024534

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Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
BFI Waste Systems of Kentucky, LLC	Delaware	86-1024543
BFI Waste Systems of Louisiana, LLC	Delaware	86-1024541
BFI Waste Systems of Mississippi, LLC	Delaware	86-1024539
BFI Waste Systems of Missouri, LLC	Delaware	86-1024540
BFI Waste Systems of North America, LLC	Delaware	41-1696636
BFI Waste Systems of North Carolina, LLC	Delaware	86-1024538
BFI Waste Systems of South Carolina, LLC	Delaware	—
BFI Waste Systems of Tennessee, LLC	Delaware	86-1024463
BFI Waste Systems of Virginia, LLC	Delaware	86-1024461
Blue Ridge Landfill TX, LP	Delaware	86-1024533
Bond County Landfill, Inc.	Delaware	86-0968446
Brenham Total Roll-Offs, LP	Delaware	86-1038622
Bridgeton Landfill, LLC	Delaware	86-0898487
Bridgeton Transfer Station, LLC	Delaware	42-1583102
Browning-Ferris Financial Services, Inc.	Delaware	76-0485106
Browning-Ferris Industries of Florida, Inc.	Delaware	74-1819238
Browning-Ferris Industries of Illinois, Inc.	Delaware	31-1697534
Browning-Ferris Industries of Ohio, Inc.	Delaware	74-6186941
Browning-Ferris Industries, LLC	Delaware	74-1673682
Browning-Ferris Services, Inc.	Delaware	90-0112928
Brunswick Waste Management Facility, LLC	Delaware	86-0898494
Butler County Landfill, LLC	Delaware	86-0898479
Camelot Landfill TX, LP	Delaware	86-0913826
CC Landfill, Inc.	Delaware	86-0930050
Cefe Landfill TX, LP	Delaware	20-2761828
Chilton Landfill, LLC	Delaware	86-0979028
Cocopah Landfill, Inc.	Delaware	86-0979654
Compactor Rental Systems of Delaware, Inc.	Delaware	65-0723614
Consolidated Disposal Service, L.L.C.	Delaware	65-0844469
Continental Waste Industries, L.L.C.	Delaware	11-2909512
Copper Mountain Landfill, Inc.	Delaware	86-0980013
County Disposal (Ohio), Inc.	Delaware	13-3831975
County Disposal, Inc.	Delaware	13-3831974
County Landfill, Inc.	Delaware	13-3850472
Courtney Ridge Landfill, LLC	Delaware	86-0979799
Crow Landfill TX, L.P.	Delaware	52-2044854
D & L Disposal, L.L.C.	Delaware	37-1355114
East Chicago Compost Facility, Inc.	Delaware	26-3472299
E Leasing Company, LLC	Delaware	86-1013760
ECDC Environmental of Humboldt County, Inc.	Delaware	91-1901449
ECDC Holdings, Inc.	Delaware	86-0897722
Ellis County Landfill TX, LP	Delaware	52-2044857
Ellis Scott Landfill MO, LLC	Delaware	52-2044859
Environmental Development Corp.	Delaware	35-1783546

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Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Environtech, Inc.	Delaware	36-3485658
Envotech-Illinois L.L.C.	Delaware	37-1355113
Evergreen Scavenger Service, Inc.	Delaware	36-4179870
Evergreen Scavenger Service, L.L.C.	Delaware	36-4172002
Forest View Landfill, LLC	Delaware	86-0979824
Fort Worth Landfill TX, LP	Delaware	86-0899429
Galveston County Landfill TX, LP	Delaware	26-0015758
General Refuse Rolloff Corp.	Delaware	52-2093347
Georgia Recycling Services, Inc.	Delaware	58-2178434
Giles Road Landfill TX, LP	Delaware	20-3365888
Golden Triangle Landfill TX, LP	Delaware	26-0015711
Great Lakes Disposal Service, Inc.	Delaware	36-2642310
Great Plains Landfill OK, LLC	Delaware	52-2044861
Greenwood Landfill TX, LP	Delaware	91-2098721
Gulf West Landfill TX, LP	Delaware	26-0015867
H Leasing Company, LLC	Delaware	86-1013761
Itasca Landfill TX, LP	Delaware	26-0015841
Jefferson City Landfill, LLC	Delaware	86-0898553
Kandel Enterprises, LLC	Delaware	26-1602664
Kerrville Landfill TX, LP	Delaware	26-0015826
Lee County Landfill SC, LLC	Delaware	52-2044865
Lemons Landfill, LLC	Delaware	86-0898495
Lewisville Landfill TX, LP	Delaware	26-0015695
Liberty Waste Holdings, Inc.	Delaware	52-2049620
Liberty Waste Services Limited, L.L.C.	Delaware	34-1812746
Liberty Waste Services of McCook, L.L.C.	Delaware	23-2883645
Little Creek Landing, LLC	Delaware	68-0562490
Local Sanitation of Rowan County, L.L.C.	Delaware	61-1342580
Lucas County Land Development, Inc.	Delaware	86-1042740
Mars Road TX, LP	Delaware	20-3905016
McCarty Road Landfill TX, LP	Delaware	26-0015687
Mesquite Landfill TX, LP	Delaware	86-0897693
Mexia Landfill TX, LP	Delaware	26-0015674
Mountain Home Disposal, Inc.	Delaware	94-3284171
N Leasing Company, LLC	Delaware	86-1013762
NationsWaste, Inc.	Delaware	25-1774253
Ncorp, Inc.	Delaware	86-1013502
New York Waste Services, LLC	Delaware	86-1005076
Northeast Landfill, LLC	Delaware	72-1564964
Ohio Republic Contracts, II, Inc.	Delaware	65-1024354
Ottawa County Landfill, Inc.	Delaware	59-2068171
Packerton Land Company, L.L.C.	Delaware	23-2930927
Panama Road Landfill, TX, L.P.	Delaware	86-1036043
Pine Hill Farms Landfill TX, LP	Delaware	86-0899426

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Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Pinecrest Landfill OK, LLC	Delaware	52-2044866
Pleasant Oaks Landfill TX, LP	Delaware	91-1927530
Polk County Landfill, LLC	Delaware	86-1036041
Republic Services Financial LP, Inc.	Delaware	65-1008378
Republic Services Financial, Limited Partnership	Delaware	65-1008373
Republic Services Group, LLC	Delaware	65-0984987
Republic Services Holding Company, Inc.	Delaware	65-0984982
Republic Services of California Holding Company, Inc.	Delaware	65-0984976
Republic Services of California II, LLC	Delaware	65-0872373
Republic Services of Florida GP, Inc.	Delaware	65-0963062
Republic Services of Florida LP, Inc.	Delaware	65-0963063
Republic Services of Florida, Limited Partnership	Delaware	65-0965470
Republic Services of Georgia GP, LLC	Delaware	65-0963065
Republic Services of Georgia LP, LLC	Delaware	65-0963064
Republic Services of Georgia, Limited Partnership	Delaware	65-0965473
Republic Services of Indiana LP, Inc.	Delaware	65-1012407
Republic Services of Indiana Transportation, LLC	Delaware	06-1642141
Republic Services of Indiana, Limited Partnership	Delaware	65-1012411
Republic Services of Michigan Holding Company, Inc.	Delaware	65-0984978
Republic Services of New Jersey, LLC	Delaware	65-1050939
Republic Services of Pennsylvania, LLC	Delaware	65-1012129
Republic Services of South Carolina, LLC	Delaware	65-1023675
Republic Services of Southern California, LLC	Delaware	65-1242656
Republic Services of Wisconsin GP, LLC	Delaware	65-0984993
Republic Services of Wisconsin LP, LLC	Delaware	65-0984994
Republic Services of Wisconsin, Limited Partnership	Delaware	65-0984991
Republic Services Vasco Road, LLC	Delaware	65-0936716
Republic Waste Services of Southern California, LLC	Delaware	65-0845646
Republic Waste Services of Texas GP, Inc.	Delaware	65-0964350
Republic Waste Services of Texas LP, Inc.	Delaware	65-0963006
Rio Grande Valley Landfill TX, LP	Delaware	26-0015192
Risk Services, Inc.	Delaware	76-0162247
RITM, LLC	Delaware	51-0345295
Royal Oaks Landfill TX, LP	Delaware	91-2098725
Rubbish Control, LLC	Delaware	65-0844465
RWS Transport, L.P.	Delaware	27-0061136
S Leasing Company, LLC	Delaware	86-1013763
Sand Valley Holdings, L.L.C.	Delaware	51-0391894
Sangamon Valley Landfill, Inc.	Delaware	86-0970304
Show-Me Landfill, LLC	Delaware	86-0898621
Southeast Landfill, LLC	Delaware	86-0898482
Southwest Landfill TX, LP	Delaware	26-0015177
Standard Waste, Inc.	Delaware	37-1049834
Taylor Ridge Landfill, Inc.	Delaware	86-0970061

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<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Tennessee Union County Landfill, Inc.	Delaware	86-0980095
Tessman Road Landfill TX, LP	Delaware	20-3365914
Turkey Creek Landfill TX, LP	Delaware	86-0899439
Victoria Landfill TX, LP	Delaware	26-0015157
Wayne County Landfill IL, Inc.	Delaware	52-2044868
Webster Parish Landfill, L.L.C.	Delaware	62-1772690
Whispering Pines Landfill TX, LP	Delaware	26-0015118
Willow Ridge Landfill, LLC	Delaware	86-1004978
Allied Waste Transfer Services of Florida, LLC	Florida	20-3534645
Delta Dade Recycling Corp.	Florida	65-1048925
Delta Resources Corp.	Florida	65-0891249
Delta Site Development Corp.	Florida	65-0936999
Delta Waste Corp.	Florida	65-0919421
Envirocycle, Inc.	Florida	65-0243954
Gulfcoast Waste Service, Inc.	Florida	65-0577644
Manumit of Florida, Inc.	Florida	58-2065448
Republic Services Aviation, Inc.	Florida	65-0959331
Schofield Corporation of Orlando	Florida	59-3047860
Allied Waste Hauling of Georgia, Inc.	Georgia	86-0842495
Allied Waste Industries of Georgia, Inc.	Georgia	86-0842496
Central Virginia Properties, LLC	Georgia	20-0767660
Gateway Landfill, LLC	Georgia	83-0337817
Golden Waste Disposal, Inc.	Georgia	58-1849752
Price & Sons Recycling Company	Georgia	65-0249986
S & S Recycling, Inc.	Georgia	58-2237428
Wayne Developers, LLC	Georgia	26-0637318
Ada County Development Company, Inc.	Idaho	20-0333823
Allied Waste Services of Page, Inc.	Idaho	82-0336097
American Sanitation, Inc.	Idaho	82-0469055
ADS of Illinois, Inc.	Illinois	36-4243045
Allied Waste Industries of Illinois, Inc.	Illinois	36-3915626
Arc Disposal Company, Inc.	Illinois	36-2386793
Area Disposal, Inc.	Illinois	36-3766465
Borrow Pit Corp.	Illinois	—
Brickyard Disposal & Recycling, Inc.	Illinois	37-0948710
CWI of Illinois, Inc.	Illinois	38-3073435
Environmental Reclamation Company	Illinois	37-1140323
Fred Barbara Trucking Co., Inc.	Illinois	36-3030929
Illinois Landfill, Inc.	Illinois	35-1811975
Illinois Recycling Services, Inc.	Illinois	36-3587447
Illinois Valley Recycling, Inc.	Illinois	36-3754225
Ingrum Waste Disposal, Inc.	Illinois	36-4252595
Kankakee Quarry, Inc.	Illinois	71-0938626
LandComp Corporation	Illinois	36-3813024

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Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Lee County Landfill, Inc.	Illinois	37-1360924
Liberty Waste Services of Illinois, L.L.C.	Illinois	52-1960161
Loop Recycling, Inc.	Illinois	36-3107689
Loop Transfer, Incorporated	Illinois	36-3376490
Northlake Transfer, Inc.	Illinois	20-1513744
RCS, Inc.	Illinois	37-1270589
Roxana Landfill, Inc.	Illinois	43-1352176
Saline County Landfill, Inc.	Illinois	37-1208674
Shred — All Recycling Systems Inc.	Illinois	36-3583146
Southern Illinois Regional Landfill, Inc.	Illinois	22-3032671
Streator Area Landfill, Inc.	Illinois	36-3207276
Suburban Transfer, Inc.	Illinois	36-4048153
Suburban Warehouse, Inc.	Illinois	36-3714060
Tri-State Recycling Services, Inc.	Illinois	36-3768524
Upper Rock Island County Landfill, Inc.	Illinois	36-3159198
Agricultural Acquisitions, LLC	Indiana	20-5469750
Allied Waste Industries of Northwest Indiana, Inc.	Indiana	86-0807381
Benton County Development Company	Indiana	45-0527882
Clinton County Landfill Partnership	Indiana	20-0836700
County Line Landfill Partnership	Indiana	86-0900027
DTC Management, Inc.	Indiana	35-2090758
Illiana Disposal Partnership	Indiana	86-0900028
Jasper County Development Company Partnership	Indiana	—
Key Waste Indiana Partnership	Indiana	86-0900031
Lake County C & D Development Partnership	Indiana	86-1007828
Newton County Landfill Partnership	Indiana	86-0899962
Springfield Environmental General Partnership	Indiana	91-2078723
Tippecanoe County Waste Services Partnership	Indiana	20-1305645
Warrick County Development Company	Indiana	20-1429593
Wastehaul, Inc.	Indiana	35-1616387
Allied Waste Transfer Services of Iowa, LLC	Iowa	20-2721565
Jetter Disposal, Inc.	Iowa	36-4221455
American Disposal Services of Kansas, Inc.	Kansas	48-0841017
Resource Recovery, Inc.	Kansas	48-1034034
Sunset Disposal, Inc.	Kansas	48-0915496
Benson Valley Landfill General Partnership	Kentucky	20-3351757
Blue Ridge Landfill General Partnership	Kentucky	91-2079015
Green Valley Landfill General Partnership	Kentucky	91-2078719
Morehead Landfill General Partnership	Kentucky	—
Republic Services of Kentucky, LLC	Kentucky	65-0972931
Crescent Acres Landfill, LLC	Louisiana	20-3620449
Frontier Waste Services of Louisiana L.L.C.	Louisiana	—
Jefferson Parish Development Company, LLC	Louisiana	20-3590498
St. Bernard Parish Development Company, LLC	Louisiana	20-3590527

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<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Browning-Ferris, Inc.	Maryland	74-1990096
Calvert Trash Systems, Incorporated	Maryland	52-1701593
Honeygo Run Reclamation Center, Inc.	Maryland	52-1781270
Prince George's County Landfill, LLC	Maryland	68-0564610
Allied Acquisition Two, Inc.	Massachusetts	—
Allied Waste Services of Massachusetts, LLC	Massachusetts	86-1024452
Atlantic Waste Holding Company, Inc.	Massachusetts	42-1548814
BFI Transfer Systems of Massachusetts, LLC	Massachusetts	86-1024454
BFI Waste Systems of Massachusetts, LLC	Massachusetts	86-1024544
Browning-Ferris Industries, Inc.	Massachusetts	04-1254350
F. P. McNamara Rubbish Removal, Inc.	Massachusetts	04-2400121
Vining Disposal Service, Inc.	Massachusetts	04-2534061
Adrian Landfill, Inc.	Michigan	38-1799679
Allied Waste Systems of Michigan, LLC	Michigan	20-3358409
C & C Expanded Sanitary Landfill, LLC	Michigan	20-2540046
Central Sanitary Landfill, Inc.	Michigan	38-2917813
Citizens Disposal, Inc.	Michigan	38-2521526
City-Star Services, Inc.	Michigan	38-1841203
Clarkston Disposal, Inc.	Michigan	38-2872489
Dinverno, Inc.	Michigan	38-2318347
Eagle Industries Leasing, Inc.	Michigan	38-3188507
FLI, Inc.	Michigan	38-2679508
G. Van Dyken Disposal Inc.	Michigan	38-2998205
Harland's Sanitary Landfill, Inc.	Michigan	38-2016636
Oakland Heights Development, Inc.	Michigan	38-2388322
Reliable Disposal, Inc.	Michigan	38-2301483
Republic Services of Michigan Hauling, LLC	Michigan	65-0872289
Republic Services of Michigan I, LLC	Michigan	65-0872399
Republic Services of Michigan II, LLC	Michigan	65-0872398
Republic Services of Michigan III, LLC	Michigan	65-0872397
Republic Services of Michigan IV, LLC	Michigan	65-0872396
Republic Services of Michigan V, LLC	Michigan	65-0872395
Royal Holdings, Inc.	Michigan	38-3244832
Sanitary Disposal Service, Inc.	Michigan	38-2283539
Sauk Trail Development, Inc.	Michigan	38-2489474
Standard Disposal Services, Inc.	Michigan	38-2261256
Standard Environmental Services, Inc.	Michigan	38-3353218
Tay-Ban Corporation	Michigan	38-2605338
Tri-County Refuse Service, Inc.	Michigan	38-3293469
Woodlake Sanitary Service, Inc.	Minnesota	41-0673360
Hancock County Development Company, LLC	Mississippi	20-3546528
Harrison County Landfill, LLC	Mississippi	72-1569826
Jackson County Landfill, LLC	Mississippi	86-1055245
Mississippi Waste Paper Company	Mississippi	64-0817153

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Autoshred, Inc.	Missouri	43-1030222
Belleville Landfill, Inc.	Missouri	37-1037997
CWI of Missouri, Inc.	Missouri	43-1527951
Missouri City Landfill, LLC	Missouri	47-0921988
Rock Road Industries, Inc.	Missouri	43-1509575
St. Joseph Landfill, LLC	Missouri	20-1475879
Tate's Transfer Systems, Inc.	Missouri	43-1587860
Thomas Disposal Service, Inc.	Missouri	43-1058393
Allied Waste Systems of Montana, LLC	Montana	20-4777694
Oscar's Collection System of Fremont, Inc.	Nebraska	47-0756617
Browning-Ferris Industries Chemical Services, Inc.	Nevada	74-1362353
Republic Dumpco, Inc.	Nevada	65-0772299
Republic Environmental Technologies, Inc.	Nevada	65-0768398
Republic Silver State Disposal, Inc.	Nevada	65-0768402
Allied Transfer Systems of New Jersey, LLC	New Jersey	86-0982078
Allied Waste of New Jersey, Inc.	New Jersey	22-3525350
Allied Waste Systems of New Jersey, LLC	New Jersey	86-0982077
American Materials Recycling Corp.	New Jersey	22-3211753
Automated Modular Systems, Inc.	New Jersey	22-2830098
BFI Energy Systems of Essex County, Inc.	New Jersey	76-0167158
BFI Transfer Systems of New Jersey, Inc.	New Jersey	22-3308380
BFI Waste Systems of New Jersey, Inc.	New Jersey	22-1755133
Browning-Ferris Industries of New Jersey, Inc.	New Jersey	22-2095920
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey	22-1947106
Newco Waste Systems of New Jersey, Inc.	New Jersey	16-1188724
Tom Luciano's Disposal Service, Inc.	New Jersey	22-2035629
Total Solid Waste Recyclers, Inc.	New Jersey	22-2647500
Allied Waste Industries (New Mexico), Inc.	New Mexico	85-0444394
Allied Waste Niagara Falls Landfill, LLC	New York	20-4809296
Allied Waste of Long Island, Inc.	New York	86-0896185
Allied Waste Transfer Services of New York, LLC	New York	20-3651091
American Transfer Company, Inc.	New York	11-3189094
Browning-Ferris Industries of New York, Inc.	New York	14-1496692
CECOS International, Inc.	New York	16-1069544
Island Waste Services Ltd.	New York	11-2815030
Menands Environmental Solutions, LLC	New York	20-1644884
Tricil (N.Y.), Inc.	New York	16-0875255
Waste Services of New York, Inc.	New York	22-3515302
Wayne County Land Development, LLC	New York	20-1687434
Allied Waste Systems of North Carolina, LLC	North Carolina	20-3626667
Allied Waste Transfer Services of North Carolina, LLC	North Carolina	20-3147983
Lake Norman Landfill, Inc.	North Carolina	56-2076617
Republic Services of North Carolina, LLC	North Carolina	65-0972930
Republic Services Real Estate Holding, Inc.	North Carolina	65-1024362

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Allied Waste Transfer Services of Lima, LLC	Ohio	20-3880719
AWIN Leasing II, LLC	Ohio	86-1015694
Carbon Limestone Landfill, LLC	Ohio	20-2059890
Celina Landfill, Inc.	Ohio	31-0813291
Cherokee Run Landfill, Inc.	Ohio	31-1061009
County Environmental Landfill, LLC	Ohio	20-2060052
County Land Development Landfill, LLC	Ohio	20-2059973
Dempsey Waste Systems II, Inc.	Ohio	91-2094398
General Refuse Service of Ohio, L.L.C.	Ohio	—
Lorain County Landfill, LLC	Ohio	20-2059931
Lucas County Landfill, LLC	Ohio	20-2060013
Noble Road Landfill, Inc.	Ohio	34-1625432
Ohio Republic Contracts, Inc.	Ohio	65-1024359
Port Clinton Landfill, Inc.	Ohio	20-1095124
Preble County Landfill, Inc.	Ohio	81-0579596
R.C. Miller Enterprises, Inc.	Ohio	34-1727361
R.C. Miller Refuse Service Inc.	Ohio	34-1041193
Republic Ohio Contracts, LLC	Ohio	—
Republic Services of Ohio Hauling, LLC	Ohio	65-0872369
Republic Services of Ohio I, LLC	Ohio	65-0872405
Republic Services of Ohio II, LLC	Ohio	65-0872404
Republic Services of Ohio III, LLC	Ohio	65-0872403
Republic Services of Ohio IV, LLC	Ohio	65-0872402
Ross Bros. Waste & Recycling Co.	Ohio	31-1362843
The Ecology Group, Inc.	Ohio	31-1370194
Williams County Landfill Inc.	Ohio	34-1167514
ADS, Inc.	Oklahoma	73-1379293
Allied Waste Services of Stillwater, Inc.	Oklahoma	73-1286140
American Disposal Services of Missouri, Inc.	Oklahoma	73-1417578
BFI Waste Systems of Oklahoma, LLC	Oklahoma	86-1024464
Oklahoma City Landfill, L.L.C.	Oklahoma	86-0901510
Pittsburg County Landfill, Inc.	Oklahoma	73-1379294
Agri-Tech, Inc. of Oregon	Oregon	93-0831569
Albany — Lebanon Sanitation, Inc.	Oregon	93-0593828
Allied Waste Transfer Services of Oregon, LLC	Oregon	20-4682479
Bio-Med of Oregon, Inc.	Oregon	93-0666288
Capitol Recycling and Disposal, Inc.	Oregon	93-1197641
Corvallis Disposal Co.	Oregon	93-0422468
Dallas Disposal Co.	Oregon	93-0686961
Grants Pass Sanitation, Inc.	Oregon	93-1149631
Keller Drop Box, Inc.	Oregon	93-0775047
McInnis Waste Systems, Inc.	Oregon	93-1100152
Peltier Real Estate Company	Oregon	93-0622305
Portable Storage Co.	Oregon	93-0677497

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<u>Guarantor</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Rossman Sanitary Service, Inc.	Oregon	93-0524701
Source Recycling, Inc.	Oregon	93-0676813
United Disposal Service, Inc.	Oregon	93-0625022
Valley Landfills, Inc.	Oregon	93-0623113
Waste Control Systems, Inc.	Oregon	93-0608475
WDTR, Inc.	Oregon	93-0970896
Willamette Resources, Inc.	Oregon	93-0636217
Allied Acquisition Pennsylvania, Inc.	Pennsylvania	52-2038566
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania	86-1020961
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania	86-1024460
BFI Waste Services of Pennsylvania, LLC	Pennsylvania	86-1020962
Greenridge Reclamation, LLC	Pennsylvania	86-1026336
Greenridge Waste Services, LLC	Pennsylvania	86-1026337
McCusker Recycling, Inc.	Pennsylvania	23-2558840
New Morgan Landfill Company, Inc.	Pennsylvania	23-2645522
Flint Hill Road, LLC	South Carolina	86-1014460
NationsWaste Catawba Regional Landfill, Inc.	South Carolina	58-2376936
Allied Waste Industries of Tennessee, Inc.	Tennessee	62-1589834
Barker Brothers Waste, Incorporated	Tennessee	62-1119788
Browning-Ferris Industries of Tennessee, Inc.	Tennessee	62-0566788
Madison County Development, LLC	Tennessee	20-1187869
Northwest Tennessee Disposal Corporation	Tennessee	22-3091901
Action Disposal, Inc.	Texas	74-2679234
Desarrollo del Rancho La Gloria TX, LP	Texas	81-0636822
El Centro Landfill, L.P.	Texas	75-3088544
Frontier Waste Services, L.P.	Texas	76-0604271
Republic Waste Services of Texas, Ltd.	Texas	65-0963067
South Central Texas Land Co. TX, LP	Texas	81-0363867
Total Roll-Offs, L.L.C.	Texas	74-2895613
Allied Waste Transfer Services of Utah, Inc.	Utah	20-2298486
ECDC Environmental, L.C.	Utah	87-0507247
Frontier Waste Services (Utah), LLC	Utah	
Wasatch Regional Landfill, Inc.	Utah	20-0960443
623 Landfill, Inc.	Virginia	59-3800507
Cumberland County Development Company, LLC	Virginia	20-1645866
Obscurity Land Development, LLC	Virginia	20-5046288
Republic Services of Virginia, LLC	Virginia	65-0976277
Rabanco Companies	Washington	91-1312267
Rabanco Recycling, Inc.	Washington	91-1406993
Rabanco, Ltd.	Washington	91-0714701
WJR Environmental, Inc.	Washington	91-1525369
Sandy Hollow Landfill Corp.	West Virginia	22-3017041

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 6, 2010

PRELIMINARY PROSPECTUS

Republic Services, Inc.



**Offers to Exchange all Outstanding and Unregistered
5.00% Notes due 2020;
5.25% Notes due 2021;
5.50% Notes due 2019; and
6.20% Notes due 2040
for
5.00% Notes due 2020;
5.25% Notes due 2021;
5.50% Notes due 2019; and
6.20% Notes due 2040**

Which Have Been Registered Under the Securities Act

This prospectus and accompanying letter of transmittal relate to our proposed offers to exchange up to \$850,000,000 aggregate principal amount of 5.00% notes due 2020 (the "2020 exchange notes"), \$600,000,000 aggregate principal amount of 5.25% notes due 2021 (the "2021 exchange notes"), \$650,000,000 aggregate principal amount of 5.50% notes due 2019 (the "2019 exchange notes"), and \$650,000,000 aggregate principal amount of 6.20% notes due 2040 (the "2040 exchange notes"), all of which are registered under the Securities Act of 1933, as amended, for any and all of our unregistered 5.00% notes due 2020, 5.25% notes due 2021, 5.50% notes due 2019 and 6.20% notes due 2040 that were issued on March 4, 2010, September 8, 2009, November 25, 2009 and March 4, 2010, respectively. The 2020 exchange notes, the 2021 exchange notes, the 2019 exchange notes and the 2040 exchange notes are collectively referred to herein as the "exchange notes". The unregistered notes have certain transfer restrictions. The exchange notes will be freely transferable.

The principal features of the exchange offers are as follows:

EACH EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, _____, 2010, UNLESS WE EXTEND THE OFFER.

- You may withdraw tendered outstanding unregistered notes at any time prior to the expiration of the applicable exchange offer.
- We will exchange all outstanding unregistered notes that are validly tendered and not validly withdrawn prior to the expiration of the applicable exchange offer for an equal principal amount of the applicable exchange notes.
- The terms of each series of the exchange notes to be issued are substantially similar to the applicable unregistered notes, except they are registered under the Securities Act, do not have any transfer restrictions and do not have registration rights or rights to additional interest.
- The exchange of unregistered notes for exchange notes pursuant to the exchange offers will not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offers.
- We do not intend to apply for listing of the exchange notes on any securities exchange or automated quotation system.

Please see "[Risk Factors](#)" beginning on page 11 for a discussion of certain factors you should consider in connection with the exchange offers.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2010.

Each holder of an unregistered note wishing to accept an exchange offer must deliver the unregistered note to be exchanged, together with the letter of transmittal that accompanies this prospectus and any other required documentation, to the applicable exchange agent identified in this prospectus. Alternatively, you may effect a tender of unregistered notes by book-entry transfer into the applicable exchange agent's account at The Depository Trust Company ("DTC"). All deliveries are at the risk of the holder. You can find detailed instructions concerning delivery in the section called "The Exchange Offers" in this prospectus and in the accompanying letter of transmittal.

If you are a broker-dealer that receives exchange notes for your own account, you must acknowledge that you will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal accompanying this prospectus states that, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act. You may use this prospectus, as we may amend or supplement it in the future, for your resales of exchange notes. We will use commercially reasonable efforts to have the registration statement, of which this prospectus forms a part, remain effective for a period ending on the earlier of (i) 180 days from the date on which this registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities. We will also amend or supplement this prospectus during this 180-day period, if requested by one or more participating broker-dealers, in order to expedite or facilitate such resales.

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ABOUT THIS PROSPECTUS

You should rely only on the information contained in this prospectus and in any applicable prospectus supplement. We have not authorized any other person to provide you with different information. The information contained in this prospectus and any applicable prospectus supplement are accurate only as of the date such information is presented. Our business, financial condition, results of operations and prospects may have subsequently changed. You should also read this prospectus together with the additional information described under the heading “Where You Can Find More Information.”

This prospectus may be supplemented from time to time to add, update or change information in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus.

The registration statement containing this prospectus, including the exhibits to the registration statement, provides additional information about us and the securities offered under this prospectus. The registration statement, including the exhibits, can be read on the website of the Securities and Exchange Commission or at the offices of the SEC mentioned under the heading “Where You Can Find More Information.”

Company References

As used in this prospectus the terms the “Company,” “Republic,” “we,” “us,” and “our” may, depending upon the context, refer to Republic Services, Inc., our consolidated subsidiaries or to all of them taken as a whole.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, any prospectus supplement and the documents incorporated by reference herein and therein contain certain forward-looking information about us that is intended to be covered by the safe harbor for “forward-looking statements” provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. Words such as “guidance,” “expect,” “will,” “may,” “anticipate,” “could” and similar expressions are intended to identify forward-looking statements. These statements include statements about the expected benefits of our merger with Allied Waste Industries, Inc. (“Allied”), our plans, strategies and prospects. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of our management and are subject to risk and uncertainties that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we can give no assurance that the expectations will prove to be correct. Among the factors that could cause actual results to differ materially from the expectations expressed in the forward-looking statements are:

- the impact on us of our substantial post-merger indebtedness, including our ability to obtain financing on acceptable terms to finance our operations and growth strategy and to operate within the limitations imposed by financing arrangements and the fact that any downgrade in our bond ratings could adversely impact us;
- general economic and market conditions including, but not limited to, the current global economic and financial market crisis, inflation and changes in commodity pricing, fuel, labor, risk and health insurance and other variable costs that are generally not within our control, and our exposure to credit and counterparty risk;
- whether our estimates and assumptions concerning our selected balance sheet accounts, income tax accounts, final capping, closure, post-closure and remediation costs, available airspace, and projected costs and expenses related to our landfills and property and equipment (including our estimates of the fair values of the assets and liabilities acquired in our acquisition of Allied), and labor, fuel rates and economic and inflationary trends, turn out to be correct or appropriate;
- competition and demand for services in the solid waste industry;
- the fact that price increases or changes in commodity prices may not be adequate to offset the impact of increased costs, including but not limited to labor, third-party disposal and fuel, and may cause us to lose volume;
- our ability to manage growth and execute our growth strategy;
- our compliance with, and future changes in, environmental and flow control regulations and our ability to obtain approvals from regulatory agencies in connection with operating and expanding our landfills;
- our ability to retain our investment grade ratings for our debt;
- our dependence on key personnel;
- our dependence on large, long-term collection, transfer and disposal contracts;
- the fact that our business is capital intensive and may consume cash in excess of cash flow from operations;
- that any exposure to environmental liabilities, to the extent not adequately covered by insurance, could result in substantial expenses;
- risks associated with undisclosed liabilities of acquired businesses;
- risks associated with pending and any future legal proceedings, including our matters currently pending with the Internal Revenue Service;
- severe weather conditions, which could impair our financial results by causing increased costs, loss of revenue, reduced operational efficiency or disruptions to our operations;
- compliance with existing and future legal and regulatory requirements, including limitations or bans on disposal of certain types of wastes or on the transportation of waste, which could limit our ability to conduct or grow our business, increase our costs to operate or require additional capital expenditures;

- any litigation, audits or investigations brought by or before any governmental body;
- workforce factors, including potential increases in our costs if we are required to provide additional funding to any multi-employer pension plan to which we contribute and the negative impact on our operations of union organizing campaigns, work stoppages or labor shortages;
- the negative effect that trends toward requiring recycling, waste reduction at the source and prohibiting the disposal of certain types of wastes could have on volumes of waste going to landfills;
- changes by the Financial Accounting Standards Board or other accounting regulatory bodies to generally accepted accounting principles or policies;
- acts of war, riots or terrorism, including the events taking place in the Middle East and the continuing war on terrorism, as well as actions taken or to be taken by the United States or other governments as a result of further acts or threats of terrorism, and the impact of these acts on economic, financial and social conditions in the United States; and
- the timing and occurrence (or non-occurrence) of transactions and events which may be subject to circumstances beyond our control.

The risks included here are not exhaustive. Refer to “Risk Factors” for further discussion regarding our exposure to risks. You should be aware that any forward-looking statement made by us in this prospectus, any prospectus supplement or the documents incorporated herein or therein by reference or elsewhere, speaks only as of the date on which we make it. New risks and uncertainties come up from time to time, and it is impossible for us to predict these events or how they may affect us. In light of these risks and uncertainties, you should keep in mind that any scenarios or results contained in any forward-looking statement made in this prospectus, any prospectus supplement or the documents incorporated herein or therein by reference or elsewhere might not occur. Readers are cautioned not to place undue reliance on these forward-looking statements. Except to the extent required by applicable law or regulation, we undertake no obligation to update or publish revised forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. Because this is only a summary, it may not contain all of the information you should consider in making your decision to participate in an exchange offer. To understand all of the terms of this offering and for a more complete understanding of our business, you should carefully read this entire prospectus and the documents incorporated by reference in this prospectus.

The Company

We are the second largest provider of services in the domestic non-hazardous solid waste industry as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 367 collection companies in 40 states and Puerto Rico and we also own or operate 217 transfer stations, 190 active solid waste landfills and 77 recycling facilities. We also operate 75 landfill gas and renewable energy projects.

Our operations are national in scope, but the physical collection and disposal of waste is very much a local business; therefore, the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we can drive greater overall operating efficiency across the company, while maintaining day-to-day operating decisions at the local level, closest to the customer. We implement this strategy through an organizational structure that groups our operations within a corporate, region and area structure. We manage our operations through four geographic operating segments which are also our reportable segments: Eastern, Midwestern, Southern and Western. Each of our regions is organized into several operating areas and each area contains multiple operating locations. Each of our regions and substantially all our areas provide collection, transfer, recycling and disposal services. We believe this structure facilitates the integration of our operations within each region, which is a critical component of our operating strategy, and allows us to maximize the growth opportunities in each of our markets and to operate the business efficiently, while maintaining effective controls and standards over operational and administrative matters, including financial reporting.

On December 5, 2008, we acquired all of the issued and outstanding shares of Allied Waste Industries, Inc. ("Allied") in a stock-for-stock transaction for an aggregate purchase price of \$12.1 billion, which included approximately \$5.4 billion of debt, at fair value. As a condition of the merger with Allied, the Department of Justice (DOJ) required us to divest of certain assets and related liabilities. As of September 30, 2009, we completed our required divestitures. As a result of our acquisition of Allied, we committed to a restructuring plan related to our corporate overhead and other administrative and operating functions. The plan included closing our corporate office in Florida, consolidating administrative functions to Arizona, the former headquarters of Allied, and reducing staffing levels. The plan also included closing and consolidating certain operating locations and terminating certain leases. We believe that our merger with Allied created a strong operating platform that will allow us to continue to provide quality service to our customers and superior returns to our stockholders.

We had revenue of \$8.2 billion and \$3.7 billion and operating income of \$1.6 billion and \$0.3 billion for the years ended December 31, 2009 and 2008, respectively. In addition to our merger with Allied, a number of items impacted our 2009 and 2008 financial results. For a description of these items, see Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations — Overview of Our Business and Consolidated Results of Operations* included in our Annual Report on Form 10-K for the year ended December 31, 2009, which is incorporated by reference herein.

For the first quarter, we had revenue of \$2.0 billion and \$2.1 billion and operating income of \$0.4 million and \$0.4 million for the three months ended March 31, 2010 and 2009, respectively. In addition to our merger with Allied, a number of items impacted our 2010 and 2009 financial results. For a description of these items, see Item 2, *Management's Discussion and Analysis of Financial Condition and Results of Operations — Consolidated Results of Operations* included in our Interim Report on Form 10-Q for the three months ended March 31, 2010, which is incorporated by reference herein. Operating results for interim periods are not necessarily indicative of the results that can be expected for a full year.

We were incorporated as a Delaware corporation in 1996. Our principal and administrative offices are located at 18500 North Allied Way, Phoenix, Arizona 85054. Our telephone number at that location is (480) 627-2700. Our web site is located at <http://www.republicservices.com>. The information on our website is not part of this prospectus.

The Exchange Offers

On September 9, 2009, we issued \$650 million aggregate principal amount of 5.50% notes due 2019, on November 25, 2009, we issued \$600 million aggregate principal amount of 5.25% notes due 2021 and on March 4, 2010, we issued \$850 million aggregate principal amount of 5.00% notes due 2020 and \$650 million aggregate principal amount of 6.20% notes due 2040. On those same days, we and the initial purchasers of the unregistered notes entered into a registration rights agreement in which we agreed that you, as a holder of unregistered notes, would be entitled to exchange your unregistered notes for exchange notes registered under the Securities Act of 1933, as amended. The exchange offers are intended to satisfy these rights. After the applicable exchange offer is completed, you will no longer be entitled to any registration rights with respect to your unregistered notes. Each series of exchange notes will be our obligations and will be entitled to the benefits of the applicable indenture relating to that series of exchange notes. The form and terms of the each series of exchange notes are identical in all material respects to the form and terms of the applicable unregistered notes, except that:

- the exchange notes have been registered under the Securities Act and, therefore, will contain no restrictive legends;
- the exchange notes will not have registration rights; and
- the exchange notes will not have rights to additional interest.

The Exchange Offers

We are offering to exchange any and all of our 5.00% notes due 2020, 5.25% notes due 2021, 5.50% notes due 2019, and 6.20% notes due 2040, all of which have been registered under the Securities Act, for any and all of our outstanding unregistered 5.00% notes due 2020 that were issued September 8, 2009, unregistered 5.25% notes due 2021 that were issued November 25, 2009, unregistered 5.50% notes due 2019 that were issued March 4, 2010 and unregistered 6.20% notes due 2040 that were issued March 4, 2010. As of the date of this prospectus, \$850 million in aggregate principal amount of our unregistered 5.00% notes due 2020, \$600 million in aggregate principal amount of our unregistered 5.25% notes due 2021, \$650 million in aggregate principal amount of our unregistered 5.50% notes due 2019 and \$650 million in aggregate principal amount of our unregistered 6.20% notes due 2040 are outstanding.

Expiration of the Exchange Offers

The exchange offers will expire at 5:00 p.m., New York City time, on _____, 2010, unless we decide to extend any exchange offer.

Conditions of the Exchange Offers

We will not be required to accept for exchange any unregistered notes, and may amend or terminate an exchange offer, if any of the following conditions or events occurs:

- the applicable exchange offer or the making of any exchange by a holder of unregistered notes violates applicable law or any applicable interpretation of the staff of the SEC;
- any action or proceeding shall have been instituted or threatened with respect to the applicable exchange offer which, in our reasonable judgment, would impair our ability to proceed with the exchange offer; and
- any laws, rules or regulations or applicable interpretations of the staff of the SEC are issued or promulgated which, in our good faith determination, do not permit us to effect the applicable exchange offer.

Resale of the Exchange Notes

We will give oral or written notice of any non-acceptance, amendment or termination to the registered holders of the unregistered notes as promptly as practicable. We reserve the right to waive any conditions of any exchange offer.

Under existing interpretations of the Securities Act by the SEC contained in several no action letters to third parties, and subject to the immediately following sentence, we believe that the exchange notes would generally be freely transferable by holders thereof after the applicable exchange offer without further registration under the Securities Act (subject to certain representations required to be made by each holder of unregistered notes, as set forth below). However, any purchaser of notes who is an "affiliate" of us or any guarantor and any purchaser of notes who intends to participate in any exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the interpretation of the staff of the SEC;
- will not be able to tender its unregistered notes in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the notes unless such sale or transfer is made pursuant to an exemption from such requirements.

In addition, in connection with any resales of exchange notes, any broker dealer, which we refer to as a Participating Broker Dealer, which acquired the unregistered notes for its own account as a result of market making or other trading activities must deliver a prospectus meeting the requirements of the Securities Act. The SEC has taken the position that Participating Broker Dealers may fulfill their prospectus delivery requirements with respect to the exchange notes with this prospectus. If we receive notice from one or more Participating Broker Dealers in connection with an exchange offer or within 20 days after consummation of the exchange offer that such Participating Broker Dealer is exchanging or has exchanged notes acquired for the account of such Participating Broker Dealer as a result of market-making or other trading activities, we will agree to make available for a period of up to 180 days after consummation of the exchange offer a prospectus meeting the requirements of the Securities Act to any Participating Broker Dealer and any other persons with similar prospectus delivery requirements for use in connection with any resale of exchange notes. A Participating Broker Dealer or any other person that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the registration rights agreement (including certain indemnification rights and obligations thereunder).

Each holder of the unregistered notes who wishes to exchange their notes for exchange notes in an exchange offer will be required to make certain representations, including representations that:

- any exchange notes to be received by it will be acquired in the ordinary course of its business;

Accrued Interest on the Exchange Notes and Unregistered Notes	<ul style="list-style-type: none">• it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes; and• it is not an “affiliate” (as defined in Rule 405 under the Securities Act) of us or any guarantor. <p>Holders of unregistered notes whose unregistered notes are accepted for exchange in the exchange offers will be deemed to have waived the right to receive any payment in respect of interest on the unregistered notes accrued from the date of issuance or the last interest payment date, as applicable. Consequently, holders who exchange their unregistered notes for exchange notes will receive the same interest payment on the next interest payment date with respect to the unregistered notes and the first interest payment date with respect to the exchange notes following consummation of the exchange offers that they would have received if they had not accepted the exchange offer. We will pay interest on the exchange notes semi-annually on March 1 and September 1, commencing September 1, 2010 (in the case of the 2020 exchange notes and 2040 exchange notes), March 15 and September 15, commencing September 15, 2010 (in the case of the 2019 exchange notes), and May 15 and November 15, commencing November 15, 2010 (in the case of the 2021 exchange notes).</p>
Procedures for Tendering Unregistered Notes	<p>If you wish to participate in an exchange offer, you must:</p> <ul style="list-style-type: none">• transmit a properly completed and signed letter of transmittal, and all other documents required by the letter of transmittal, to the applicable exchange agent at the address set forth in the letter of transmittal. These materials must be received by the applicable exchange agent before 5:00 p.m., New York City time, on _____, 2010, the expiration date of the exchange offers. You must also provide physical delivery of your unregistered notes to the applicable exchange agent’s address as set forth in the letter of transmittal. The letter of transmittal must also contain the representations you must make to us as described under “The Exchange Offers — Procedures for Tendering”; or• you may effect a tender of unregistered notes electronically by book-entry transfer into the exchange agent’s account at DTC. By tendering the unregistered notes by book-entry transfer, you must agree to be bound by the terms of the letter of transmittal.
Special Procedures for Beneficial Owners	<p>If you are a beneficial owner of unregistered notes that are held through a broker-dealer, commercial bank, trust company or other nominee and you wish to tender such unregistered notes, you should contact the registered holder promptly and instruct them to tender your unregistered notes on your behalf.</p>
Acceptance of Outstanding Notes and Delivery of Exchange Notes	<p>Subject to customary conditions, we will accept outstanding unregistered notes that are properly tendered in the exchange offers and not</p>

Withdrawal Rights	withdrawn prior to the expiration date. The exchange notes will be delivered as promptly as practicable following the expiration date.
Consequences of Failure to Exchange	You may withdraw the tender of your unregistered notes at any time prior to 5:00 p.m., New York City time, on 2010, the expiration date.
Certain United States Federal Income Tax Considerations	If you are eligible to participate in the exchange offers and you do not tender your unregistered notes as described in this prospectus, your unregistered notes may continue to be subject to transfer restrictions. As a result of the transfer restrictions and the availability of exchange notes, the market for the unregistered notes is likely to be much less liquid than before the exchange offers. The unregistered notes will, after the exchange offers, bear interest at the same rate as the exchange notes. The unregistered notes will not retain any rights under the applicable registration rights agreement.
Exchange Agents	The exchange of the unregistered notes for exchange notes pursuant to the exchange offers will not be a taxable event for U.S. federal income tax purposes. See "Certain U.S. Federal Income Tax Considerations."
Use of Proceeds	U.S. Bank National Association has been appointed as the exchange agent for the 2020 exchange notes, 2021 exchange notes and 2040 exchange notes. The Bank of New York Mellon Trust Company, N.A., has been appointed as the exchange agent for the 2019 exchange notes.
	We will not receive any proceeds from the issuance of exchange notes in the exchange offers.

Summary Description of the Exchange Notes

The following summary contains basic information about the notes and is not intended to be complete. It may not contain all of the information that is important to you. Certain terms and conditions described below are subject to important limitations and exceptions. For a more complete description of the terms of the exchange notes, see "Description of the Notes".

Issuer	Republic Services, Inc.
Exchange Notes	\$850,000,000 aggregate principal amount of 5.00% notes due 2020. \$600,000,000 aggregate principal amount of 5.25% notes due 2021. \$650,000,000 aggregate principal amount of 5.50% notes due 2019. \$650,000,000 aggregate principal amount of 6.20% notes due 2040.
Maturity Dates	The 2020 exchange notes will mature on March 1, 2020. The 2021 exchange notes will mature on November 15, 2021. The 2019 exchange notes will mature on September 15, 2019. The 2040 exchange notes will mature on March 1, 2040.
Interest Rate	Interest on the exchange notes will accrue from the last interest payment date on which interest was paid on the unregistered notes or, if no interest has been paid on the unregistered notes, from the date of issuance of the unregistered notes. Interest will accrue on the exchange notes at the annual rate of 5.00%, in the case of the 2020 exchange notes, 5.25%, in the case of the 2021 exchange notes, 5.50%, in the case of the 2019 exchange notes and 6.20%, in the case of the 2040 exchange notes.
Interest Payment Dates	March 1 and September 1, beginning September 1, 2010 for the 2020 exchange notes. May 15 and November 15, beginning November 15, 2010 for the 2021 exchange notes. March 15 and September 15, beginning September 15, 2010 for the 2019 exchange notes. March 1 and September 1, beginning September 1, 2010 for the 2040 exchange notes.
Guarantees	The exchange notes initially will be guaranteed, jointly and severally, by all of our subsidiaries that guarantee the unregistered notes and our credit facilities. Each guarantee will be a senior obligation of the guarantor, will rank equally with all unsecured and unsubordinated indebtedness of the guarantor from time to time outstanding, will rank senior to any subordinated indebtedness of the guarantor from time to time outstanding and will rank junior to any secured indebtedness of a guarantor from time to time outstanding to the extent of the value of the assets securing such.
Ranking	The exchange notes, like the unregistered notes, will be our unsecured unsubordinated obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The exchange notes will be senior to any of our subordinated indebtedness from time to time outstanding and will rank junior to our

	<p>secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness. The exchange notes will also be effectively junior in right of payment to all existing and future liabilities, including trade payables, of our domestic subsidiaries that do not guarantee the notes and all of our foreign subsidiaries, which will not guarantee the notes.</p>
Optional Redemption	<p>At our option, we may redeem some or all of the exchange notes, at any time or from time to time at the redemption price described in this prospectus plus accrued and unpaid interest. The redemption prices are described under "Description of the Exchange Notes — Optional Redemption" in this prospectus.</p>
Change of Control	<p>If we experience specific kinds of changes of control, each holder of the exchange notes will have the right to require us to purchase all or a portion of such holder's exchange notes, at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest. See "Description of the Exchange Notes — Change in Control Triggering Event" in this prospectus.</p>
Covenants	<p>The indentures governing the exchange notes provide for certain limitations on our ability and the ability of certain of our subsidiaries to (i) create liens on the capital stock or indebtedness of any principal subsidiary or certain property and (ii) enter into sale and leaseback transactions.</p>
Consolidations, Mergers and Sales of Assets	<p>We may not consolidate, merge or sell substantially all of our assets as an entirety, unless, among other requirements: (i) the successor corporation assumes our obligations on the exchange notes and (ii) no Event of Default (as defined in the applicable indenture governing the exchange notes) has occurred and is continuing.</p>
Events of Default — Cross Default	<p>Failure to pay when due any of our obligations or any of our principal subsidiaries' obligations in the aggregate principal amount of at least \$25 million that continues for 25 days after notice to us by the trustee or holders of at least 25% in principal amount of any series of notes then outstanding constitutes a default under the applicable indenture governing the series of notes.</p>
Discharge	<p>The indentures governing the exchange notes are subject to defeasance and discharge under certain circumstances.</p>

Investing in the exchange notes involves substantial risks. See "Risk Factors" beginning on page 11 for a discussion of certain risks relating to us, our business and an investment in the notes that you should carefully consider before investing in the exchange notes.

Summary Historical Consolidated Financial Data

The Statement of Operations Data and Other Operating Data for each of the years ended December 31, 2009, 2008, 2007, 2006 and 2005 and the Balance Sheet Data at December 31, 2009, 2008, 2007, 2006 and 2005 is derived from our audited consolidated financial statements. The Statement of Operations Data and Other Operating Data for the three months ended March 31, 2010 and 2009 and the Balance Sheet Data as of March 31, 2010 is derived from our unaudited condensed consolidated financial statements. You should not regard the results of operations for the three months ended March 31, 2010 as indicative of the results that may be expected for the entire fiscal year. You should read our discussion regarding "The Company" beginning on page 1.

The following information should be read in conjunction with our historical consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Interim Report on Form 10-Q for the three months ended March 31, 2010, and in our Annual Report on Form 10-K for the year ended December 31, 2009, which are incorporated by reference herein.

We are the second largest provider of services in the domestic non-hazardous solid waste industry, as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 367 collection companies in 40 states and Puerto Rico. We own or operate 217 transfer stations, 190 active solid waste landfills and 77 recycling facilities. We also operate 75 landfill gas and renewable energy projects. We completed our merger with Allied in December 2008.

On December 5, 2008, we acquired all of the issued and outstanding shares of Allied in a stock-for-stock transaction for an aggregate purchase price of \$12.1 billion, which included approximately \$5.4 billion of debt, at fair value.

We primarily used the proceeds from the unregistered notes to redeem or tender for certain of our outstanding senior notes before their scheduled maturity. As such for the three months ended March 31, 2010 and the year ended December 31, 2009, we incurred a loss on extinguishment of debt in the amount of \$132.1 million and \$134.1 million for premiums paid to repurchase debt, charges for unamortized debt discounts and professional fees paid to effectuate the repurchase of the senior notes.

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data.

	Three Months Ended		Year Ended December 31,				
	March 31,		2009	2008	2007	2006	2005
	2010	2009					
	(Unaudited)						
Statement of Operations Data:							
Revenue	\$ 1,957.7	\$ 2,060.5	\$ 8,199.1	\$ 3,685.1	\$ 3,176.2	\$ 3,070.6	\$ 2,863.9
Expenses:							
Cost of operations	1,136.8	1,208.7	4,844.2	2,416.7	2,003.9	1,924.4	1,803.9
Depreciation, amortization and depletion	203.0	221.8	869.7	354.1	305.5	296.0	278.8
Accretion	20.2	23.3	88.8	23.9	17.1	15.7	14.5
Selling, general and administrative	210.3	217.5	880.4	434.7	313.7	315.0	289.5
Loss (gain) on disposition of assets and impairments, net	0.5	4.9	(137.0)	89.8	—	—	—
Restructuring charges	5.6	31.3	63.2	82.7	—	—	—
Operating income	381.3	353.0	1,589.8	283.2	536.0	519.5	477.2
Interest expense	(134.5)	(153.5)	(595.9)	(131.9)	(94.8)	(95.8)	(81.0)
Loss on extinguishment of debt	(132.3)	—	(134.1)	—	—	—	—
Interest income	—	0.7	2.0	9.6	12.8	15.8	11.4
Other income (expense), net	1.7	0.2	3.2	(1.6)	14.1	4.2	1.6
Income before income taxes	116.2	200.4	865.0	159.3	468.1	443.7	409.2
Provision for income taxes	51.0	87.0	368.5	85.4	177.9	164.1	155.5
Net income	65.2	113.4	496.5	73.9	290.2	279.6	253.7
Less: Income attributable to noncontrolling interests	(0.2)	(0.4)	(1.5)	(0.1)	—	—	—
Net income attributable to Republic Services, Inc.	\$ 65.0	\$ 113.0	\$ 495.0	\$ 73.8	\$ 290.2	\$ 279.6	\$ 253.7
Basic earnings per share attributable to Republic Services, Inc. stockholders:							
Basic earnings per share	\$ 0.17	\$ 0.30	\$ 1.30	\$ 0.38	\$ 1.53	\$ 1.41	\$ 1.23
Weighted average common shares outstanding	381.4	379.9	379.7	196.7	190.1	198.2	207.0
Diluted earnings per share attributable to Republic Services, Inc. stockholders:							
Diluted earnings per share	\$ 0.17	\$ 0.30	\$ 1.30	\$ 0.37	\$ 1.51	\$ 1.39	\$ 1.20
Weighted average common and common equivalent shares outstanding	383.3	379.9	381.0	198.4	192.0	200.6	210.8
Cash dividends per common share	\$ 0.1900	\$ 0.1900	\$ 0.7600	\$ 0.7200	\$ 0.5534	\$ 0.4000	\$ 0.3466
Other Operating Data:							
Cash flows from operating activities	\$ 299.1	\$ 512.4	\$ 1,396.5	\$ 512.2	\$ 661.3	\$ 511.2	\$ 747.8
Capital expenditures	208.4	193.4	826.3	386.9	292.5	326.7	309.0
Proceeds from sales of property and equipment	5.9	4.9	31.8	8.2	6.1	18.5	10.1

	<u>As of March 31,</u> <u>2010</u>	<u>As of December 31,</u>				
		<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
	(Unaudited)					
Balance Sheet Data:						
Cash and cash equivalents	\$ 81.4	\$ 48.0	\$ 68.7	\$ 21.8	\$ 29.1	\$ 131.8
Restricted cash and marketable securities	221.8	240.5	281.9	165.0	153.3	255.3
Total assets	19,465.3	19,540.3	19,921.4	4,467.8	4,429.4	4,550.5
Total debt	7,114.0	6,962.6	7,702.5	1,567.8	1,547.2	1,475.1
Total stockholders' equity	7,568.7	7,567.1	7,282.5	1,303.8	1,422.1	1,605.8

RISK FACTORS

You should carefully consider the risks described below before making a decision to participate in the exchange offers. Prior to making a decision about to participate in the exchange offers, you should carefully consider all of the information set forth in this prospectus and any documents incorporated by reference herein and, in particular, the risks and uncertainties described below, together with the risk factors discussed in our Annual Report on Form 10-K for the year ended December 31, 2009. The risks and uncertainties described herein and therein are not the only ones facing us. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also occur. The occurrence of any of those risks and uncertainties may materially adversely affect our financial condition, results of operations, cash flows or business. In that case, the price or value of our securities could decline and you could lose all or part of your investment. You are encouraged to perform your own investigation with respect to the exchange notes and our company. Some of the statements in this discussion of risk factors are forward-looking statements. See “Forward-Looking Statements.”

Risks Related to the Exchange Notes and the Exchange Offers

We have substantial indebtedness, which may limit our financial flexibility.

As of March 31, 2010, we had approximately \$7.5 billion in principal value of debt and capital leases outstanding. This amount of indebtedness and our debt service requirements may limit our financial flexibility to access additional capital and make capital expenditures and other investments in our business, to withstand economic downturns and interest rate increases, to plan for or react to changes in our business and our industry, and to comply with the financial and other restrictive covenants of our debt instruments. Further, our ability to comply with the financial and other covenants contained in our debt instruments may be affected by changes in economic or business conditions or other events that are beyond our control. If we do not comply with these covenants and restrictions, we may be required to take actions such as reducing or delaying capital expenditures, reducing dividends, selling assets, restructuring or refinancing all or part of our existing debt, or seeking additional equity capital.

We may be able to incur substantially more debt. This could exacerbate the risks associated with our indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The exchange notes and the existing terms of our other debt do not prohibit us and our subsidiaries from incurring significant additional indebtedness in the future, subject to maintenance of certain financial covenants in our credit facilities. If new debt is added to our current debt levels, the related risks that we and our subsidiaries now face could intensify.

We may not be able to purchase the exchange notes if we experience a change of control triggering event.

If we experience a change of control triggering event, we will be required to offer to purchase each holder's exchange notes at a price equal to 101% of their principal amount plus accrued and unpaid interest. When such change of control event occurs, we may not have sufficient financial resources to purchase all of the exchange notes that holders tender to us in connection with a change of control offer. The instruments governing our credit facilities also provide that a change of control will be a default that allows the lenders thereunder to accelerate the maturity of borrowings thereunder and we have other debt that must be repurchased upon a change of control. Any future debt agreements may contain similar provisions. Our failure to purchase the exchange notes as required under the applicable indenture governing the exchange notes would be a default, which could have material adverse consequences for us. See “Description of the Exchange Notes — Change of Control Triggering Event”.

The exchange notes and guarantees are unsecured and will be effectively subordinated to all of our and our subsidiary guarantors' existing and future secured obligations to the extent of the collateral securing such obligations.

The exchange notes and guarantees are unsecured and will be effectively subordinated to all of our and our subsidiary guarantors' secured obligations from time to time outstanding to the extent of the collateral securing such

obligations. Our \$1.75 billion and \$1.0 billion revolving credit facilities are unsecured. As of March 31, 2010, we had \$91.6 million of obligations under capital leases. The applicable indenture governing the exchange notes generally will allow us to incur liens in an amount up to, in addition to specified permitted liens, 20% of our consolidated net tangible assets. As of March 31, 2010, the book value of our property and equipment, including landfill development costs, approximated \$6.6 billion.

We conduct a substantial portion of our operations through our subsidiaries. Not all of our subsidiaries will guarantee the exchange notes and assets of our non-guarantor subsidiaries may not be available to make payments on the exchange notes.

Cash flow and our ability to service debt, including the exchange notes, depends substantially on the distribution of earnings, loans or other payments made by our subsidiaries to us. If distributions from our subsidiaries to us were eliminated, delayed, reduced or otherwise impaired, our ability to make payments on the exchange notes would be substantially impaired. Payments on the exchange notes will only be required to be made by us and the subsidiary guarantors. The non-guarantor subsidiaries include subsidiaries that are not wholly owned, insurance companies, other finance-related subsidiaries and other subsidiaries which are not guarantors under our credit facilities. Because the non-guaranteeing subsidiaries may have other creditors and are not obligated to repay and do not guarantee repayment of the exchange notes, you cannot rely on such subsidiaries to make any payments on the exchange notes directly to you or to make sufficient distributions to enable us to satisfy our obligations to you under the exchange notes. If any or all of our non-guarantor subsidiaries become the subject of a bankruptcy, liquidation or reorganization, the creditors of the subsidiary or subsidiaries, including debt holders, must be paid in full out of the subsidiary's or subsidiaries' assets before any monies may be distributed to us as the holder of the equity in the subsidiary or subsidiaries.

The subsidiary guarantees of the exchange notes may be limited in duration.

The exchange notes will be guaranteed by substantially all of our subsidiaries. The subsidiary guarantors may be released from their respective obligations under the applicable indenture under certain circumstances. Under such circumstances the exchange notes would no longer have the benefit of subsidiary guarantees and holders of the exchange notes would no longer have direct claims against the subsidiary guarantors.

The subsidiary guarantees of the exchange notes may be subject to review under United States federal or state fraudulent transfer law, which could limit their enforceability.

To the extent that a United States court were to find that (x) the guarantees were incurred with intent to hinder, delay or defraud any present or future creditor, or a subsidiary guarantor contemplated insolvency with a design to prefer one or more creditors to the exclusion in whole or in part of others, or (y) the subsidiary issuing the guarantee did not receive fair consideration or reasonably equivalent value for issuing its guarantees and any subsidiary guarantor (i) was insolvent, (ii) was rendered insolvent by reason of the issuance of the guarantees, (iii) was engaged or about to engage in a business or transaction for which the remaining assets of a subsidiary guarantor constituted unreasonably small capital to carry on its business or (iv) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, that court could avoid or subordinate the guarantees in favor of a subsidiary guarantor's other creditors. If the guarantees are subordinated, payments of principal and interest on the exchange notes generally would be subject to the prior payment in full of all other indebtedness of the subsidiary guarantor. Among other things, a legal challenge of the guarantees on fraudulent conveyance grounds may focus on the benefits, if any, realized by the subsidiary guarantor as a result of the issuance by us of the exchange notes. The extent (if any) to which a particular subsidiary guarantor may be deemed to have received such benefits may depend on our use of the proceeds of this offering, including the extent (if any) to which such proceeds or benefits therefrom are contributed to the subsidiary guarantor. The measure of insolvency for purposes of the foregoing will vary depending on the law of the applicable jurisdiction. Generally, however, an entity would be considered insolvent if the sum of its debts (including contingent or unliquidated debts) is greater than all of its property at a fair valuation or if the present fair saleable value of its assets is less than the amount that will be required to pay its probable liability under its existing debts as such debts become absolute and matured. Based upon financial and other information currently available to us, we presently believe that the guarantees are being incurred for proper

purposes and in good faith, and that the subsidiary guarantors (i) are solvent and will continue to be solvent after issuing the guarantees, (ii) will have sufficient capital for carrying on their business after such issuance and (iii) will be able to pay their debts as they mature. There can be no assurance, however, that a court would necessarily agree with these conclusions, or determine that any particular subsidiary guarantor received fair consideration or reasonably equivalent value for issuing its guarantee.

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the exchange notes.

There is no existing trading market for the exchange notes. We do not intend to have the exchange notes listed on a national securities exchange. The initial purchasers of the unregistered notes have advised us that they intend to make a market in the exchange notes, as permitted by applicable laws and regulations; however, the initial purchasers of the unregistered notes are not obligated to make a market in the exchange notes, and they may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you that an active market for the exchange notes will develop or, if developed, that such a market will continue. In addition, subsequent to the exchange offers, the exchange notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

You may not be able to sell your unregistered notes if you do not exchange them for exchange notes in the applicable exchange offer.

If you do not exchange your unregistered notes for exchange notes in the applicable exchange offer, your unregistered notes will continue to be subject to the restrictions on transfer as stated in the legend on the unregistered notes. In general, you may not reoffer, resell or otherwise transfer the unregistered notes in the United States unless they are:

- registered under the Securities Act;
- offered or sold under an exemption from the Securities Act and applicable state securities laws; or
- offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently anticipate that we will register the offer or sale of the unregistered notes under the Securities Act.

Holders of the unregistered notes who do not tender their unregistered notes will have no further registration rights under the applicable registration rights agreement.

Holders who do not tender their unregistered notes will not have any further registration rights under the applicable registration rights agreement or otherwise and will not have rights to receive additional interest.

The market for unregistered notes may be significantly more limited after the exchange offers and you may not be able to sell your unregistered notes after the exchange offers.

If unregistered notes are tendered and accepted for exchange under the applicable exchange offer, the trading market for unregistered notes that remain outstanding may be significantly more limited. As a result, the liquidity of the unregistered notes not tendered for exchange could be adversely affected. The extent of the market for unregistered notes of any series and the availability of price quotations would depend upon a number of factors, including the number of holders of unregistered notes of that series remaining outstanding and the interest of securities firms in maintaining a market in the unregistered notes of that series. An issue of securities with a similar outstanding market value available for trading, which is called the "float," may command a lower price than would be comparable to an issue of securities with a greater float. As a result, the market price for unregistered notes that are not exchanged in the exchange offers may be affected adversely as unregistered notes exchanged in the exchange offers reduce the float. The reduced float also may make the trading price of the unregistered notes that are not exchanged more volatile.

Your unregistered notes will not be accepted for exchange if you fail to follow the applicable exchange offer procedures and, as a result, your unregistered notes will continue to be subject to existing transfer restrictions and you may not be able to sell your unregistered notes.

We will not accept your unregistered notes for exchange if you do not follow the applicable exchange offer procedures. We will issue exchange notes as part of the applicable exchange offer only after timely receipt of your unregistered notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you want to tender your unregistered notes, please allow sufficient time to ensure timely delivery. If we do not receive your unregistered notes, letter of transmittal and other required documents by the expiration date of the applicable exchange offer, we will not accept your unregistered notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of unregistered notes for exchange. If there are defects or irregularities with respect to your tender of unregistered notes, we will not accept your unregistered notes for exchange.

Some persons who participate in the exchange offers must deliver a prospectus in connection with resales of the exchange notes.

Based on interpretations of the staff of the SEC contained in no action letters with third parties unrelated to us, we believe that you may offer for resale, resell or otherwise transfer the exchange notes without compliance with the registration and prospectus delivery requirements of the Securities Act so long as the conditions described in "The Exchange Offers — Resale of Exchange Notes" are satisfied. However, in some instances, including those described in this prospectus under "Plan of Distribution," you will remain obligated to comply with certain prospectus delivery requirements of the Securities Act to transfer your exchange notes. In these cases, if you transfer any exchange note without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from registration of your exchange notes under the Securities Act, you may incur liability under this Act. We do not and will not assume, or indemnify you against, this liability.

Risks Related to the Company

The downturn in the U.S. economy may continue to have an adverse impact on our operating results.

A weak economy generally results in decreases in the volumes of waste generated. In 2009, weakness in the U.S. economy had a negative effect on our revenue, operating results and operating cash flows. The current and previous economic slowdowns have negatively impacted the portion of our collection business servicing the manufacturing and construction industries and our proceeds from sales of recycled commodities. As a result of the global economic crisis, we may experience the negative effects of increased competitive pricing pressure and customer turnover as well. We cannot assure you that worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on our consolidated financial condition, results of operations or cash flows. Further, we cannot assure you that an improvement in economic conditions will result in an immediate, or any, improvement in our consolidated financial condition, results of operations or cash flows.

The downturn in the U.S. economy may expose us to credit risk for amounts due from governmental agencies, large national accounts and others.

The weak U.S. economy has reduced the amount of taxes collected by various governmental agencies. We provide services to a number of these agencies including numerous municipalities. These governmental agencies may suffer financial difficulties resulting from a decrease in tax revenue and may ultimately be unable or unwilling to pay amounts owed to us. In addition, the weak economy may cause other customers, including our large national accounts, to suffer financial difficulties and ultimately to be unable or unwilling to pay amounts owed to us. This could have a negative impact on our consolidated financial condition, results of operations and cash flows.

The downturn in the U.S. economy and in the financial markets could expose us to counter-party risk associated with our derivatives.

To reduce our exposure to fluctuations in various commodities and interest rates, we have entered into a number of derivative agreements. These derivative agreements require us or the counter-party to such agreements to

make payments to the other party if the price of certain commodities or interest rates vary from a specified amount. A continued downturn in the U.S. economy or in the financial markets could adversely impact the financial stability of the counter-parties with which we do business, potentially limiting their ability to fulfill their obligations under our derivative agreements. This could have a negative impact on our consolidated financial condition, results of operations and cash flows.

The waste industry is highly competitive and includes competitors that may have greater financial and operational resources, flexibility to reduce prices and other competitive advantages that could make it difficult for us to compete effectively.

We principally compete with large national waste management companies, municipalities and numerous regional and local companies for collection and disposal accounts. Competition for collection accounts is primarily based on price and the quality of services. Competition for disposal business is primarily based on disposal costs, geographic location and quality of operations. Some of our competitors may have greater financial and operational resources than us. Many counties and municipalities that operate their own waste collection and disposal facilities have the benefits of tax revenue or tax-exempt financing. Our ability to obtain solid waste volume for our landfills may also be limited by the fact that some major collection companies also own or operate landfills to which they send their waste. In markets in which we do not own or operate a landfill, our collection operations may operate at a disadvantage to fully integrated competitors. As a result of these factors, we may have difficulty competing effectively from time to time or in certain markets. If we were to lower prices to address these competitive issues, it could negatively impact our revenue growth and profitability.

Price increases may not be adequate to offset the impact of increased costs and may cause us to lose volume.

We seek to secure price increases necessary to offset increased costs (including fuel and environmental costs), to improve operating margins and to obtain adequate returns on our substantial investments in assets such as our landfills. From time to time, our competitors may reduce their prices in an effort to expand their market share. Contractual, general economic or market-specific conditions may also limit our ability to raise prices. As a result, we may be unable to offset increases in costs, improve our operating margins and obtain adequate investment returns through price increases. We may also lose volume to lower-cost competitors.

Increases in the cost of fuel or petrochemicals will increase our operating expenses, and we cannot assure you that we will be able to recover fuel or oil cost increases from our customers.

We depend on fuel to run our collection and transfer trucks and other equipment used for collection, transfer, and disposal. We buy fuel in the open market. Fuel prices are unpredictable and can fluctuate significantly based on events beyond our control, including geopolitical developments, actions by the Organization of the Petroleum Exporting Countries and other oil and gas producers, supply and demand for oil and gas, war, terrorism and unrest in oil-producing countries, and regional production patterns. We may not be able to offset such volatility through fuel surcharges. For example, our fuel costs were \$349.8 million in 2009, representing 4.3% of our revenue compared to \$235.3 million in 2008, representing 6.4% of our revenue. This decrease in fuel costs as a percent of revenue primarily reflects a decrease in the price of fuel.

In order to manage our exposure to volatility in fuel prices, we have entered into multiple swap agreements whereby we receive or make payments to counter-parties if the price of fuel varies from a specified amount. However, we do not hedge our entire fuel usage. During 2009, only 6.4% of our fuel purchases were hedged.

Over the last several years, regulations have been adopted mandating the reduction of vehicle tail pipe emissions and, in October 2009, the EPA indicated it will establish the first U.S. standards for greenhouse gas emissions from automobiles. The regulations could affect the type of fuel our trucks use and could materially increase the cost and consumption of our fuel. Our operations also require the use of products (such as liners at our landfills) whose costs may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products, which would increase our operating and capital costs. We are also susceptible to increases in indirect fuel surcharges from our vendors.

Fluctuations in prices for recycled commodities that we sell to customers may adversely affect our consolidated financial condition, results of operations and cash flows.

We process recyclable materials such as paper, cardboard, plastics, aluminum and other metals for sale to third parties. Our results of operations may be affected by changing prices or market requirements for recyclable materials. The resale and purchase prices of, and market demand for, recyclable materials can be volatile due to changes in economic conditions and numerous other factors beyond our control. These fluctuations may affect our consolidated financial condition, results of operations and cash flows.

Adverse weather conditions may limit our operations and increase the costs of collection and disposal.

Our collection and landfill operations could be adversely impacted by extended periods of inclement weather, or by increased severity of weather and climate extremes resulting in the future from climate change, any of which could increase the volume of waste collected under our existing contracts (without corresponding compensation), interfere with collection and landfill operations, delay the development of landfill capacity or reduce the volume of waste generated by our customers. In addition, adverse weather conditions may result in the temporary suspension of our operations, which can significantly affect our operating results in the affected regions during those periods.

We currently have matters pending with the Internal Revenue Service (the "IRS"), which could result in large cash expenditures and could have a material adverse impact on our operating results and cash flows.

We are currently under examination by the IRS with regard to Allied's federal income tax returns for tax years 2007 and 2008, and Allied's 2000 through 2006 federal income tax returns are at appeals. Republic is under audit for its 2007 and 2008 federal income tax returns, and under examination for its 2008 federal income tax return.

During its examination of Allied's 2002 tax year, the IRS asserted that a 2002 redemption of four partnership interests in waste-to-energy businesses should have been recharacterized as disguised sale transactions. This issue is currently before the Appeals Division of the IRS. The Company believes its position is supported by relevant technical authorities and strong business purpose and we intend to vigorously defend our position on this matter. The potential tax and interest through December 31, 2009 (to the extent unpaid) have been fully reserved in our consolidated balance sheet. A disallowance would not materially affect our consolidated results of operations; however, a deficiency payment would adversely impact our cash flow in the period the payment was made. The accrual of additional interest charges through the time this matter is resolved will affect our consolidated results of operations. In addition, the successful assertion by the IRS of penalty and penalty-related interest in connection with this matter could have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

Additionally, during its examination of Allied's 2000 through 2003 tax years, the IRS proposed that certain landfill costs be allocated to the collection and control of methane gas that is naturally emitted from landfills. The IRS' position is that the methane gas emitted by a landfill constitutes a joint product resulting from landfill operations and, therefore, associated costs should not be expensed until the methane gas is sold or otherwise disposed. We believe we have several meritorious defenses, including the fact that methane gas is not actively produced for sale by us but rather arises naturally in the context of providing disposal services. Therefore, we believe that the resolution of this issue will not have a material adverse impact on our consolidated financial position, results of operations or cash flows.

For additional information on these matters, see Note 10, *Income Taxes*, to our consolidated financial statements in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2009 and Note 8, *Income Taxes*, to our unaudited consolidated financial statements in Item 1 of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2010.

Other matters may also arise in the course of tax audits that could adversely impact our consolidated financial condition, results of operations or cash flows.

We may be unable to execute our financial strategy.

Our ability to execute our financial strategy depends on our ability to maintain investment grade ratings on our senior debt. The credit rating process is contingent upon a number of factors, many of which are beyond our control. We cannot assure you that we will be able to maintain our investment grade ratings in the future. Our interest expense would increase and our ability to obtain financing on favorable terms may be adversely affected should we fail to maintain investment grade ratings.

Our financial strategy is also dependent on our ability to generate sufficient cash flow to reinvest in our existing business, fund internal growth, acquire other solid waste businesses, pay dividends, reduce indebtedness and minimize borrowings, and take other actions to enhance shareholder value. We cannot assure you that: we will be successful in executing our broad-based pricing program; we will generate sufficient cash flow to execute our financial strategy; we will be able to pay cash dividends at our present rate, that we will be able to increase the amount of such dividends, or that we will be able to reinstitute our share repurchase program.

A downgrade in our bond ratings could adversely affect our liquidity by increasing the cost of debt and financial assurance instruments.

While downgrades of our bond ratings may not have an immediate impact on our cost of debt or liquidity, they may impact our cost of debt and liquidity over the near to medium term. If the rating agencies downgrade our debt, this may increase the interest rate we must pay to issue new debt, and it may even make it prohibitively expensive for us to issue new debt. If our debt ratings are downgraded, future access to financial assurance markets at a reasonable cost, or at all, also may be adversely impacted.

The solid waste industry is a capital-intensive industry and the amount we spend on capital expenditures may exceed current expectations, which could require us to obtain additional funding for our operations or impair our ability to grow our business.

Our ability to remain competitive and to grow and expand our operations largely depends on our cash flow from operations and access to capital. If our capital efficiency programs are unable to offset the impact of inflation and business growth, it may be necessary to increase the amount we spend. Additionally, if we make acquisitions or further expand our operations, the amount we expend on capital, capping, closure, post-closure and environmental remediation expenditures will increase. Our cash needs also will increase if the expenditures for capping, closure, post-closure and remediation activities increase above our current estimates, which may occur over a long period due to changes in federal, state or local government requirements and other factors beyond our control. Increases in expenditures would negatively impact our cash flows.

Over the last several years, regulations have been adopted mandating the reduction of vehicle tail pipe emissions. These regulations have caused some increases in the costs of the collection vehicles we buy. The EPA recently has indicated it intends to adopt further regulations addressing greenhouse gas emissions from automobiles. As a result, we could experience an increase in capital costs. This also could cause an increase in vehicle operating costs or a reduction in operating efficiency. We may reduce the number of vehicles we purchase until manufacturers adopt the new standards to increase efficiency.

We may be unable to obtain or maintain required permits or to expand existing permitted capacity of our landfills, which could decrease our revenue and increase our costs.

We cannot assure you that we will successfully obtain or maintain the permits we require to operate our business because permits to operate non-hazardous solid waste landfills and to expand the permitted capacity of existing landfills have become more difficult and expensive to obtain and maintain. Permits often take years to obtain as a result of numerous hearings and compliance requirements with regard to zoning, environmental and other regulations. These permits are also often subject to resistance from citizen or other groups and other political pressures. Local communities and citizen groups, adjacent landowners or governmental agencies may oppose the issuance of a permit or approval we may need, allege violations of the permits under which we currently operate or laws or regulations to which we are subject, or seek to impose liability on us for environmental damage. Responding to these challenges has, at times, increased our costs and extended the time associated with establishing new

facilities and expanding existing facilities. In addition, failure to receive regulatory and zoning approval may prohibit us from establishing new facilities, maintaining permits for our facilities or expanding existing facilities. Our failure to obtain the required permits to operate our non-hazardous solid waste landfills could have a material adverse impact on our consolidated financial condition, results of operations and cash flows. In addition, we may have to dispose collected waste at landfills operated by our competitors or haul the waste long distances at a higher cost to one of our landfills, either of which could significantly increase our waste disposal costs.

The waste industry is subject to extensive government regulation, and existing or future regulations may restrict our operations, increase our costs of operations or require us to make additional capital expenditures.

If we inadequately accrue for landfill capping, closure and post-closure costs, our financial condition and results of operations may be adversely affected.

A landfill must be closed and capped, and post-closure maintenance commenced, once the permitted capacity of the landfill is reached and additional capacity is not authorized. We have significant financial obligations relating to capping, closure and post-closure costs at our existing owned or operated landfills, and will have material financial obligations with respect to any future owned or operated landfills. We establish accruals for the estimated costs associated with capping, closure and post-closure financial obligations. We could underestimate such accruals, and our financial obligations for capping, closure or post-closure costs could exceed the amount accrued or amounts otherwise receivable pursuant to trust funds established for this purpose. Such a shortfall could result in significant unanticipated charges to income. Additionally, if a landfill is required to be closed earlier than expected or its remaining airspace is reduced for any other reason, the accruals for capping, closure and post-closure could be required to be accelerated, which could have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

We cannot assure you that we will continue to operate our landfills at current volumes due to the use of alternatives to landfill disposal caused by state requirements or voluntary initiatives.

Most of the states in which we operate landfills require counties and municipalities to formulate comprehensive plans to reduce the volume of solid waste deposited in landfills through waste planning, composting and recycling, or other programs. Some state and local governments mandate waste reduction at the source and prohibit the disposal of certain types of wastes, such as yard waste, at landfills. Although such actions are useful in protecting our environment, these actions, as well as voluntary private initiatives by customers to reduce waste or seek disposal alternatives, have and may in the future reduce the volume of waste going to landfills in certain areas. If this occurs, we cannot assure you that we will be able to operate our landfills at their current volumes or charge current prices for landfill disposal services due to the decrease in demand for such services.

The possibility of landfill and transfer station site development projects, expansion projects or pending acquisitions not being completed or certain other events could result in a material charge to income.

We capitalize certain expenditures relating to development, expansion and other projects. If a facility or operation is permanently shut down or determined to be impaired, or a development or expansion project is not completed or is determined to be impaired, we will charge any unamortized capitalized expenditures to income relating to such facility or project that we are unable to recover through sale, transfer or otherwise. In future periods, we may incur charges against earnings in accordance with this policy, or other events may cause impairments. Such charges could have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

We are subject to costly environmental regulations and flow-control regulations that may affect our operating margins, restrict our operations and subject us to additional liability.

Complying with laws and regulations governing the use, treatment, storage, transfer and disposal of solid and hazardous wastes and materials, air quality, water quality and the remediation of contamination associated with the release of hazardous substances is costly. Laws and regulations often require us to enhance or replace our equipment and to modify landfill operations or initiate final closure of a landfill. We cannot assure you that we will be able to

implement price increases sufficient to offset the costs of complying with these laws and regulations. In addition, environmental regulatory changes could accelerate or increase expenditures for capping, closure and post-closure, and environmental and remediation activities at solid waste facilities and obligate us to spend sums in addition to those presently accrued for such purposes.

Our collection, transfer, and landfill operations are, and may in the future continue to be, affected by state or local laws or regulations that restrict the transportation of solid waste across state, county or other jurisdictional lines. Such laws and regulations could negatively affect our operations, resulting in declines in landfill volumes and increased costs of alternate disposal.

In addition to the costs of complying with environmental regulations, we incur costs to defend against litigation brought by government agencies and private parties who may allege we are in violation of our permits and applicable environmental laws and regulations, or who assert claims alleging environmental damage, personal injury or property damage. As a result, we may be required to pay fines or implement corrective measures, or we may have our permits and licenses modified or revoked. A significant judgment against us, the loss of a significant permit or license, or the imposition of a significant fine could have a material adverse impact on our consolidated financial condition, results of operations and cash flows. We establish accruals for our estimates of the costs associated with our environmental obligations. We could underestimate such accruals and remediation costs could exceed amounts accrued. Such shortfalls could result in significant unanticipated charges to income.

Regulation of greenhouse gas emissions could impose costs on our operations, the magnitude of which we cannot yet estimate.

Efforts to curtail the emission of greenhouse gases (GHGs), to ameliorate the effect of climate change, continue to advance on the federal, regional, and state level. Our landfill operations emit methane, identified as a GHG. In June 2009, the U.S. House of Representatives passed a bill that would regulate GHGs comprehensively. While the centerpiece of that bill would be a GHG emission allowance cap-and-trade system, landfills would not be compelled to hold allowances for their GHG emissions. Rather, they would be subject to certain further emission controls to be determined through administrative rule-making. Senate passage of counterpart legislation, and whether such legislation would treat landfills in the same manner, is uncertain. Should comprehensive federal climate change legislation be enacted, we expect it to impose costs on our operations, the materiality of which we cannot predict.

Absent comprehensive federal legislation to control GHG emissions, EPA is moving ahead administratively under its existing Clean Air Act authority. In October 2009, EPA published a Proposed Prevention of Significant Deterioration and Title V Greenhouse Gas Tailoring Rule ("PSD tailoring rule"). The proposed rule would set new thresholds for GHG emissions that define when Clean Air Act permits would be required and would "tailor" these programs to limit which facilities would be required to obtain permits. EPA's legal authority to "tailor" this rule in the manner it proposed has been challenged. If finalized as proposed, many of our landfills would be subject to the PSD tailoring rule, which could require permit amendments and additional emission controls. In December 2009, EPA finalized its finding that six GHGs endanger public health. While EPA made its finding in the context of regulating air emissions from motor vehicles, other Clean Air Act provisions appear to compel EPA to make comparable findings for stationary sources, such as landfills. We cannot predict the requirements or effective date of stationary source rules that might apply to landfills as a result of this endangerment finding and, accordingly, we cannot assure you that further developments in this area will not have a material effect on our landfill operations or on our consolidated financial condition, results of operations or cash flows.

We may have potential environmental liabilities that are not covered by our insurance. Changes in insurance markets also may impact our financial results.

We may incur liabilities for the deterioration of the environment as a result of our operations. We maintain high deductibles for our environmental liability insurance coverage. If we were to incur substantial liability for environmental damage, our insurance coverage may be inadequate to cover such liability. This could have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

Also, due to the variable condition of the insurance market, we may experience future increases in self-insurance levels as a result of increased retention levels and increased premiums. As we assume more risk for self-insurance through higher retention levels, we may experience more variability in our self-insurance reserves and expense.

Despite our efforts, we may incur additional hazardous substances liability in excess of amounts presently known and accrued.

We are a potentially responsible party at many sites under CERCLA, which provides for the remediation of contaminated facilities and imposes strict, joint and several liability for the cost of remediation on current owners and operators of a facility at which there has been a release or a threatened release of a "hazardous substance," on parties who were site owners and operators at the time hazardous substances were disposed of, and on persons who arrange for the disposal of such substances at the facility (i.e., generators of the waste and transporters who selected the disposal site). Hundreds of substances are defined as "hazardous" under CERCLA and their presence, even in minute amounts, can result in substantial liability. Notwithstanding our efforts to comply with applicable regulations and to avoid transporting and receiving hazardous substances, we may have additional liability under CERCLA or similar laws in excess of our current reserves because such substances may be present in waste collected by us or disposed of in our landfills, or in waste collected, transported or disposed of in the past by companies we have acquired. Actual costs for these liabilities could be significantly greater than amounts presently accrued for these purposes, which could have a material adverse impact on our consolidated financial position, results of operations and cash flows.

Currently pending or future litigation or governmental proceedings could result in material adverse consequences, including judgments or settlements.

We are, and from time to time become, involved in lawsuits, regulatory inquiries, and governmental and other legal proceedings arising out of the ordinary course of our business. Many of these matters raise difficult and complicated factual and legal issues and are subject to uncertainties and complexities. The timing of the final resolutions to lawsuits, regulatory inquiries, and governmental and other legal proceedings is uncertain. Additionally, the possible outcomes or resolutions to these matters could include adverse judgments or settlements, either of which could require substantial payments, adversely affecting our consolidated financial condition, results of operations and cash flows.

We may be unable to manage our growth effectively.

Our growth strategy places significant demands on our financial, operational and management resources. To continue our growth, we may need to add administrative and other personnel, and will need to make additional investments in operations and systems. We cannot assure you that we will be able to find and train qualified personnel, or do so on a timely basis, or expand our operations and systems to the extent, and in the time, required.

We may be unable to execute our acquisition growth strategy.

Our ability to execute our growth strategy depends in part on our ability to identify and acquire desirable acquisition candidates as well as our ability to successfully consolidate acquired operations into our business. The consolidation of our operations with those of acquired companies may present significant challenges to our management. In addition, competition among our competitors for acquisition candidates may prevent us from acquiring certain acquisition candidates. As such, we cannot assure you that:

- desirable acquisition candidates exist or will be identified;
- we will be able to acquire any of the candidates identified;
- we will effectively consolidate companies we acquire; or
- any acquisitions will be profitable or accretive to our earnings.

If any of the aforementioned factors force us to alter our growth strategy, our growth prospects could be adversely affected.

Businesses we acquire may have undisclosed liabilities.

In pursuing our acquisition strategy, our due diligence investigations of the acquisition candidates may fail to discover certain undisclosed liabilities of the acquisition candidates. If we acquire a company having undisclosed liabilities such as environmental, remediation or contractual, as a successor owner we may be responsible for such undisclosed liabilities. We expect to try to minimize our exposure to such liabilities by conducting due diligence, by obtaining indemnification from each of the sellers of the acquired companies, by deferring payment of a portion of the purchase price as security for the indemnification and by acquiring only specified assets. However, we cannot assure you that we will be able to obtain indemnification or that any indemnification obtained will be enforceable, collectible or sufficient in amount, scope or duration to fully offset any undisclosed liabilities arising from our acquisitions.

Our consolidated financial statements are based on estimates and assumptions that may differ from actual results.

Our consolidated financial statements have been prepared in accordance with U.S. GAAP and necessarily include amounts based on estimates and assumptions made by management. Actual results could differ from these amounts. Significant items requiring management to make subjective or complex judgments about matters that are inherently uncertain include the carrying value of long-lived assets, the depletion and amortization of landfill development costs, accruals for final capping, closure and post-closure costs, valuation allowances for accounts receivable and deferred tax assets, liabilities for potential litigation, claims and assessments, and liabilities for environmental remediation, employee benefit and pension plans, deferred taxes, uncertain tax positions and self-insurance.

We cannot assure you that the liabilities recorded for landfill and environmental costs will be adequate to cover the requirements of existing environmental regulations, future changes to or interpretations of existing regulations, or the identification of adverse environmental conditions previously unknown to management.

The introduction of new accounting rules, laws or regulations could adversely impact our results of operations.

Complying with new accounting rules, laws or regulations could adversely impact our financial condition, results of operations or cash flows, or cause unanticipated fluctuations in our results of operations in future periods.

We may be subject to workforce influences, including work stoppages, which could increase our operating costs and disrupt our operations.

As of December 31, 2009, approximately 27% of our workforce was represented by various local labor unions. If our unionized workers were to engage in a strike, work stoppage or other slowdown, we could experience a significant disruption of our operations and an increase in our operating costs, which could have an adverse impact on our consolidated financial condition, results of operations and cash flows. In addition, if a greater percentage of our workforce becomes unionized, our business and financial results could be materially and adversely impacted due to the potential for increased operating costs.

Our obligation to fund multi-employer pension plans to which we contribute may have an adverse impact on us.

We contribute to at least 25 multi-employer pension plans covering at least 17% of our current employees. We do not administer these plans and generally are not represented on the boards of trustees of these plans. The Pension Protection Act enacted in 2006 (the PPA) requires under-funded pension plans to improve their funding ratios. Based on the information available to us, we believe that some of the multi-employer plans to which we contribute are either "critical" or "endangered" as those terms are defined in the PPA. We cannot determine at this time the amount of additional funding, if any, we may be required to make to these plans and, therefore, have not recorded

any related liabilities. However, plan assessments could have an adverse impact on our results of operations or cash flows for a given period. Furthermore, under current law, upon the termination of a multi-employer pension plan, or in the event of a withdrawal by us (which we consider from time to time) or a mass withdrawal of contributing employers (each, a “Withdrawal Event”), we would be required to make payments to the plan for our proportionate share of the plan’s unfunded vested liabilities. We cannot assure you that there will not be a Withdrawal Event with respect to any of the multi-employer pension plans to which we contribute or that, in the event of such a Withdrawal Event, the amounts we would be required to contribute would not have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

The costs of providing for pension benefits and related funding requirements are subject to changes in pension fund values and fluctuating actuarial assumptions, and may have a material adverse impact on our results of operations and cash flows.

We sponsor a defined benefit pension plan which is funded with trustee assets invested in a diversified portfolio of debt and equity securities. Our costs for providing such benefits and related funding requirements are subject to changes in the market value of plan assets. Our pension expenses and related funding requirements are also subject to various actuarial calculations and assumptions, which may differ materially from actual results due to changing market and economic conditions, interest rates and other factors. A significant increase in our pension obligations and funding requirements could have a material adverse impact on our consolidated financial condition, results of operations and cash flows.

The loss of key personnel could have a material adverse effect on our consolidated financial condition, results of operations, cash flows and growth prospects.

Our future success depends on the continued contributions of several key employees and officers. The loss of the services of key employees and officers, whether such loss is through resignation or other causes, or the inability to attract additional qualified personnel, could have a material adverse effect on our financial condition, results of operations, cash flows and growth prospects.

RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for the three months ended March 31, 2010 and for each of the years ended December 31, 2009, 2008, 2007, 2006 and 2005. It should be noted that on December 5, 2008 we acquired all the issued and outstanding shares of Allied in a stock-for-stock transaction for an aggregate purchase price of \$12.1 billion, which included approximately \$5.4 billion of debt, at fair value. For the purpose of computing these ratios, the numerator, earnings, consists of income from continuing operations before provision for income taxes plus interest expense and an estimate of interest within rent expense divided by the denominator, fixed charges, which consists of interest expense including amounts capitalized and an estimate of interest within rent expense.

	Three Months Ended March 31,	Year Ended December 31,				
	2010	2009	2008	2007	2006	2005
Ratio of earnings to fixed charges	<u>1.83</u>	<u>2.39</u>	<u>2.14</u>	<u>5.63</u>	<u>5.35</u>	<u>5.72</u>

USE OF PROCEEDS

The exchange offers are intended to satisfy our obligations under the registration rights agreements for the unregistered notes. We will not receive any cash proceeds from the issuance of the exchange notes pursuant to the exchange offers. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive a like principal amount of the unregistered notes, the terms of which are identical in all material respects to the exchange notes, except as otherwise noted in this prospectus. We will retire and cancel all of the unregistered notes tendered in the exchange offers. Accordingly, the issuance of the exchange notes will not result in any change in our indebtedness or capitalization.

THE EXCHANGE OFFERS

Purpose and Effect of Exchange Offers; Registration Rights

We and the guarantors entered into a registration rights agreement with the initial purchasers of each series of unregistered notes on September 8, 2009 (in the case of the 2019 notes), November 25, 2009 (in the case of the 2021 notes) and March 4, 2010 (in the case of the 2020 notes and 2040 notes), pursuant to which we and the guarantors agreed, to the extent not prohibited by any applicable law or applicable interpretations of the staff of the SEC, for the benefit of the holders of the unregistered notes, that on or before September 8, 2010 (in the case of the 2019 notes), or November 25, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes), we would, at our own expense, use our reasonable best efforts to:

- file a registration statement (which we refer to as an exchange offer registration statement) with respect to a registered exchange offer (which we refer to as an exchange offer) to exchange the unregistered notes for new notes with terms substantially identical in all material respects with the unregistered notes (except that the exchange notes will not contain transfer restrictions);
- cause the exchange offer registration statement to be declared effective by the SEC under the Securities Act; and
- consummate the exchange offer.

In addition, we agreed to keep each exchange offer open for at least 20 business days after the date that we deliver notice of the exchange offer to the holders of the unregistered notes and to use our reasonable best efforts to cause each exchange offer to be consummated not later than 60 days after the date on which the exchange offer registration statement becomes effective. The exchange notes are being offered under this prospectus to satisfy our obligations under the registration rights agreements.

If you participate in the exchange offers, you will, with limited exceptions, receive exchange notes that are freely tradable and not subject to restrictions on transfer. You should read the information in this prospectus under the heading “— Resale of Exchange Notes” for more information relating to your ability to transfer exchange notes.

No exchange offer is being made to, nor will we accept tenders for exchange from, holders of unregistered notes in any jurisdiction in which the exchange offer or the acceptance of the exchange offer would not be in compliance with the securities laws or blue sky laws of such jurisdiction.

If you are eligible to participate in an exchange offer and you do not tender your unregistered notes as described in this prospectus, you will not have any further registration rights. In that case, your unregistered notes may continue to be subject to restrictions on transfer under the Securities Act.

Shelf Registration

In the registration rights agreements, we agreed that in the event that:

- any changes in law or the applicable interpretations of the staff of the SEC do not permit us to effect the applicable exchange offer;
- for any other reason the applicable exchange offer is not consummated on or before September 8, 2010 (in the case of the 2019 notes), or November 25, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes);
- under certain circumstances, the initial purchasers shall so request; or
- any holder of notes (other than the initial purchasers) is not eligible to participate in the exchange offer,

then we and the guarantors will, at our expense, (i) within 60 days after such filing obligation arises (but in no event earlier than July 5, 2010 (in the case of the 2019 notes) or September 21, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes)), file with the SEC a shelf registration statement covering resales of the unregistered notes, (ii) use our reasonable best efforts to cause the shelf registration statement to be declared effective within 120 days after such filing obligation arises (but in no event earlier than September 8, 2010 (in the case of the 2019 notes), or November 25, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes)) and (iii) use our reasonable best

efforts to keep the shelf registration statement effective for a period of at least one year following the effective date of such shelf registration statement (or shorter period that will terminate when all the notes covered by such shelf registration statement have been sold pursuant to such shelf registration statement).

We will, in the event of the filing of the shelf registration statement, provide to each holder of the unregistered notes copies of the prospectus which is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are required to permit unrestricted resales of the unregistered notes. A holder of unregistered notes that sells its unregistered notes pursuant to the shelf registration statement generally (a) will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, (b) will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and (c) will be bound by the provisions of the registration rights agreement that are applicable to such a holder (including certain indemnification rights and obligations thereunder). In addition, each holder of the unregistered notes will be required to deliver information to be used in connection with the shelf registration statement and to provide comments on the shelf registration statement within the time periods set forth in the registration rights agreement to have their unregistered notes included in the shelf registration statement and to benefit from the provisions regarding additional interest described below.

Additional Interest

If we have not exchanged the exchange notes for all unregistered notes validly tendered in accordance with the terms of an exchange offer on or before September 8, 2010 (in the case of the 2019 notes), or November 25, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes), or, if applicable, a shelf registration statement covering resales of the unregistered notes has not been filed within 60 days of the date such obligation arises (but in no event earlier than July 5, 2010 (in the case of the 2019 notes) or September 21, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes)), or the shelf registration statement has not been declared effective within 120 days of the date such obligation arises (but in no event earlier than September 8, 2010 (in the case of the 2019 notes), or November 25, 2010 (in the case of the 2020 notes, 2021 notes and 2040 notes)), or such shelf registration statement ceases to be effective at any time during the shelf registration period, then, upon the occurrence of any of such events, additional interest shall accrue on the principal amount of the unregistered notes at a rate of 0.25% per annum for the first 90-day period immediately following such date and by an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum additional rate of 1.0% per annum thereafter, until the exchange offer is completed, the shelf registration statement is filed or declared effective or, if such shelf registration statement ceased to be effective, again becomes effective.

The exchange offers are intended to satisfy our exchange offer obligations under the registration rights agreements. The exchange notes will not have rights to additional interest as set forth above, upon the consummation of the applicable exchange offer. The above summary of the registration rights agreements is not complete and is subject to, and qualified by reference to, all the provisions of the applicable registration rights agreement. A copy of each registration rights agreement is an exhibit to the registration statement that includes this prospectus.

Terms of the Exchange Offers

Upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, we are offering to exchange \$1,000 principal amount of exchange notes for each \$1,000 principal amount of the applicable series of unregistered notes. You may tender some or all of your unregistered notes only in minimum denominations of \$2,000 and larger integral multiples of \$1,000. As of the date of this prospectus, \$850,000,000 aggregate principal amount of the unregistered 5.00% notes due 2020, \$600,000,000 aggregate principal amount of the unregistered 5.25% notes due 2021, \$650,000,000 aggregate principal amount of the unregistered 5.50% notes due 2019 and \$650,000,000 aggregate principal amount of the unregistered 6.20% notes due 2040 notes are outstanding.

The terms of each series of the exchange notes to be issued are substantially similar to the applicable series of unregistered notes, except that the offering of the exchange notes will have been registered under the Securities Act and, therefore, the certificates for the exchange notes will not bear legends restricting their transfer. In addition, the exchange notes will not have registration rights and will not have rights to additional interest. Each series of

exchange notes will be issued under and be entitled to the benefits of the applicable indenture pursuant to which the applicable series of unregistered notes were issued.

In connection with the issuance of the unregistered notes, we arranged for the unregistered notes to be issued and transferable in book-entry form through the facilities of DTC. The exchange notes will also be issuable and transferable in book-entry form through DTC.

There will be no fixed record date for determining the eligible holders of the unregistered notes that are entitled to participate in the exchange offers. We will be deemed to have accepted for exchange validly tendered unregistered notes when and if we have given oral (promptly confirmed in writing) or written notice of acceptance to the applicable exchange agent. The applicable exchange agent will act as agent for the tendering holders of unregistered notes for the purpose of receiving exchange notes from us and delivering them to such holders.

If any tendered unregistered notes are not accepted for exchange because of an invalid tender or the occurrence of certain other events described herein, certificates for any such unaccepted unregistered notes will be returned, without expenses, to the tendering holder thereof as promptly as practicable after the expiration of the applicable exchange offer.

Holders of unregistered notes who tender in an exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of unregistered notes for exchange notes pursuant to an exchange offer. We will pay all charges and expenses, other than certain applicable taxes, in connection with the exchange offers. It is important that you read the section "Fees and Expenses" below for more details regarding fees and expenses incurred in the exchange offers.

Any unregistered notes which holders do not tender or which we do not accept in the exchange offers will remain outstanding and continue to accrue interest and may be subject to restrictions on transfer under the Securities Act. We will not have any obligation to register the offer or sale of such unregistered notes under the Securities Act. Holders wishing to transfer unregistered notes would have to rely on exemptions from the registration requirements of the Securities Act.

Conditions of the Exchange Offers

You must tender your unregistered notes in accordance with the requirements of this prospectus and the letter of transmittal in order to participate in the exchange offers.

Notwithstanding any other provision of any exchange offer, or any extension of any exchange offer, we will not be required to accept for exchange any unregistered notes, and may amend or terminate any exchange offer if:

- the applicable exchange offer, or the making of any exchange by a holder of unregistered notes, violates applicable law or any applicable interpretation of the staff of the SEC;
- any action or proceeding shall have been instituted or threatened with respect to the applicable exchange offer which, in our reasonable judgment, would impair our ability to proceed with the exchange offer; and
- any law, rule or regulation or applicable interpretations of the staff of the SEC have been issued or promulgated, which, in our good faith determination, does not permit us to effect the applicable exchange offer.

Expiration Date; Extensions; Amendment; Termination

The exchange offers will expire at 5:00 p.m., New York City time, on _____, 2010, unless we, in our sole discretion, extend any of them. In the case of any extension, we will notify the applicable exchange agent orally (promptly confirmed in writing) or in writing of any extension. We will also notify the registered holders of the applicable unregistered notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration of the exchange offer.

To the extent we are legally permitted to do so, we expressly reserve the right, in our sole discretion, to:

- delay accepting any unregistered senior note;

- waive any condition of any exchange offer; and
- amend the terms of any exchange offer in any manner.

We will give oral or written notice of any non-acceptance or amendment to the registered holders of the applicable unregistered notes as promptly as practicable. If we consider an amendment to an exchange offer to be material, we will promptly inform the registered holders of the applicable unregistered notes of such amendment in a reasonable manner.

If we determine, in our sole discretion, that any of the events or conditions described in “— Conditions of the Exchange Offers” has occurred, we may terminate any exchange offer. We may:

- refuse to accept any unregistered notes and return to the holders any unregistered notes that have been tendered;
- extend the exchange offer and retain all unregistered notes tendered prior to the expiration of the exchange offer, subject to the rights of the holders to withdraw their tendered unregistered notes; or
- waive the condition with respect to the exchange offer and accept all properly tendered unregistered notes that have not been withdrawn.

If any such waiver constitutes a material change in any exchange offer, we will disclose the change by means of a supplement to this prospectus that will be distributed to each registered holder of the applicable unregistered notes, and we will extend the exchange offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the registered holders of the applicable unregistered notes, if the exchange offer would otherwise expire during that period.

Any determination by us concerning the events described above will be final and binding upon the parties. Without limiting the manner by which we may choose to make public announcements of any extension, delay in acceptance, amendment or termination of an exchange offer, we will have no obligation to publish, advertise, or otherwise communicate any public announcement, other than by making a timely release to a financial news service.

Interest on the Exchange Notes

We will pay interest on the exchange notes semi-annually on March 1 and September 1, commencing September 1, 2010 (in the case of the 2020 exchange notes and 2040 exchange notes), May 15 and November 15, commencing November 15, 2010 (in the case of the 2021 exchange notes), and March 15 and September 15, commencing September 15, 2010 (in the case of the 2019 exchange notes). Holders of unregistered notes whose unregistered notes are accepted for exchange in the exchange offers will be deemed to have waived the right to receive any payment in respect of interest on the unregistered notes accrued from the date of issuance or the last interest payment date, as applicable. Consequently, holders who exchange their unregistered notes for exchange notes will receive the same interest payment on the next interest payment date with respect to the unregistered notes and the first interest payment date with respect to the exchange notes following consummation of the exchange offers that they would have received if they had not accepted the exchange offer.

Resale of Exchange Notes

Under existing interpretations of the Securities Act by the SEC contained in several no action letters to third parties, and subject to the immediately following sentence, we believe that the exchange notes would generally be freely transferable by holders thereof after the exchange offer without further registration under the Securities Act (subject to certain representations required to be made by each holder of unregistered notes, as set forth below). However, any purchaser of notes who is an “affiliate” of us or any guarantor and any purchaser of notes who intends to participate in any exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the interpretation of the staff of the SEC;
- will not be able to tender its unregistered notes in any exchange offer; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the notes unless such sale or transfer is made pursuant to an exemption from such requirements.

In addition, in connection with any resales of exchange notes, any broker dealer, which we refer to as a Participating Broker Dealer, which acquired the unregistered notes for its own account as a result of market making or other trading activities must deliver a prospectus meeting the requirements of the Securities Act. The SEC has taken the position that Participating Broker Dealers may fulfill their prospectus delivery requirements with respect to the exchange notes with this prospectus. If we receive notice from one or more Participating Broker Dealers in connection with an exchange offer or within 20 days after consummation of the exchange offer that such Participating Broker Dealer is exchanging or has exchanged notes acquired for the account of such Participating Broker Dealer as a result of market-making or other trading activities, we will agree to make available for a period of up to 180 days after consummation of the exchange offer a prospectus meeting the requirements of the Securities Act to any Participating Broker Dealer and any other persons with similar prospectus delivery requirements for use in connection with any resale of exchange notes. A Participating Broker Dealer or any other person that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the registration rights agreement (including certain indemnification rights and obligations thereunder).

Each holder of the unregistered notes who wishes to exchange their notes for exchange notes in an exchange offer will be required to make certain representations, including representations that:

- any exchange notes to be received by it will be acquired in the ordinary course of its business;
- it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes; and
- it is not an “affiliate” (as defined in Rule 405 under the Securities Act) of us or any guarantor.

Upon consummation of the exchange offer, the exchange notes will have different CUSIP and ISIN numbers from the unregistered notes.

Procedures for Tendering

The term “holder” with respect to the exchange offers means any person in whose name unregistered notes are registered on our agent’s books or any other person who has obtained a properly completed bond power from the registered holder, or any person whose unregistered notes are held of record by DTC who desires to deliver such unregistered notes by book-entry transfer at DTC.

Except in limited circumstances, only a DTC participant listed on a DTC notes position listing with respect to the applicable unregistered notes may tender its unregistered notes in an exchange offer. To tender unregistered notes in an exchange offer:

- holders of unregistered notes that are DTC participants may follow the procedures for book-entry transfer as provided for below under “— Book-Entry Transfer” and in the letter of transmittal.

In addition:

- the applicable exchange agent must receive any corresponding certificate or certificates representing the applicable unregistered notes along with the letter of transmittal; or
- the applicable exchange agent must receive, before expiration of the applicable exchange offer, a timely confirmation of book-entry transfer of applicable unregistered notes into the applicable exchange agent’s account at DTC according to standard operating procedures for electronic tenders described below and a properly transmitted agent’s message described below.

The tender by a holder of unregistered notes will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. If less than all the unregistered notes held by a holder of unregistered notes are tendered, a tendering holder should fill

in the amount of unregistered notes being tendered in the specified box on the letter of transmittal. The entire amount of unregistered notes delivered to the applicable exchange agent will be deemed to have been tendered unless otherwise indicated.

The method of delivery of unregistered notes, the letter of transmittal and all other required documents or transmission of an agent's message, as described under "— Book Entry Transfer," to the applicable exchange agent is at the election and risk of the holder. Instead of delivery by mail, we recommend that holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery prior to the expiration of the applicable exchange offer. No letter of transmittal or unregistered notes should be sent to us but must instead be delivered to the applicable exchange agent. Delivery of documents to DTC in accordance with their procedures will not constitute delivery to the applicable exchange agent.

If you are a beneficial owner of unregistered notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your unregistered notes, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your unregistered notes, either:

- make appropriate arrangements to register ownership of the unregistered notes in your name; or
- obtain a properly completed bond power from the registered holder.

The transfer of record ownership may take considerable time and might not be completed prior to the expiration date.

Signatures on a letter of transmittal or a notice of withdrawal as described in "— Withdrawal of Tenders" below, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act, unless the unregistered notes tendered pursuant thereto are tendered:

- by a registered holder who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" in the letter of transmittal; or
- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any unregistered notes listed therein, the applicable unregistered notes must be endorsed or accompanied by appropriate bond powers which authorize the person to tender the applicable unregistered notes on behalf of the registered holder, in either case signed as the name of the registered holder or holders appears on the applicable unregistered notes. If the letter of transmittal or any unregistered notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

We will determine in our sole discretion all the questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of the tendered unregistered notes. Our determinations will be final and binding. We reserve the absolute right to reject any and all unregistered notes not validly tendered or any unregistered notes the acceptance of which would, in the opinion of our counsel, be unlawful. We reserve the absolute right to waive any irregularities or conditions of tender as to particular unregistered notes. Our interpretation of the terms and conditions of the exchange offers (including the instructions in the letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of unregistered notes must be cured within such time as we will determine. Neither we, the applicable exchange agent nor any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of unregistered notes nor shall any of them incur any liability for failure to give such notification. Tenders of unregistered notes will not be deemed to have been made until such irregularities have been cured or waived. Any unregistered notes received by the applicable exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost by the applicable exchange

agent to the tendering holder of such unregistered notes, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date of the exchange offer.

In addition, we reserve the right in our sole discretion to (1) purchase or make offers for any unregistered notes that remain outstanding subsequent to the expiration date, and (2) to the extent permitted by applicable law, purchase unregistered notes in the open market, in privately negotiated transactions or otherwise. The terms of any such purchases or offers may differ from the terms of the exchange offers.

Book-Entry Transfer

We understand that the applicable exchange agent will make a request promptly after the date of this document to establish an account with respect to the applicable unregistered notes at DTC for the purpose of facilitating the applicable exchange offer. Any financial institution that is a participant in DTC's system may make book-entry delivery of unregistered notes by causing DTC to transfer such unregistered notes into the applicable exchange agent's DTC account in accordance with DTC's Automated Tender Offer Program procedures for such transfer. The exchange for tendered unregistered notes will only be made after a timely confirmation of a book-entry transfer of the unregistered notes into the applicable exchange agent's account at DTC, and timely receipt by the applicable exchange agent of an agent's message.

The term "agent's message" means a message, transmitted by DTC and received by the applicable exchange agent and forming part of the confirmation of a book-entry transfer, which states that DTC has received an express acknowledgment from a participant tendering unregistered notes and that such participant has received an appropriate letter of transmittal and agrees to be bound by the terms of the letter of transmittal, and we may enforce such agreement against the participant. Delivery of an agent's message will also constitute an acknowledgment from the tendering DTC participant that the representations contained in the appropriate letter of transmittal and described above are true and correct.

Withdrawal of Tenders

Except as otherwise provided herein, tenders of unregistered notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on _____, 2010, the expiration date of the exchange offers.

For a withdrawal to be effective:

- the applicable exchange agent must receive a written notice of withdrawal, which may be by facsimile transmission or letter, at the applicable address set forth below under "Exchange Agent"; or
- for DTC participants, holders must comply with their respective standard operating procedures for electronic tenders and the applicable exchange agent must receive an electronic notice of withdrawal from DTC.

Any notice of withdrawal must:

- specify the name of the person who tendered the unregistered notes to be withdrawn;
- identify the unregistered notes to be withdrawn, including the certificate number or numbers and principal amount to be withdrawn;
- be signed by the person who tendered the unregistered notes in the same manner as the original signature on the letter of transmittal, including any required signature guarantees; and
- specify the name in which the unregistered notes are to be re-registered, if different from that of the withdrawing holder.

If unregistered notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn unregistered notes and otherwise comply with the procedures of the facility. We will determine all questions as to the validity, form and eligibility (including time of receipt) for such withdrawal notices, and our determination shall be final and binding on all parties. Any unregistered notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offers, and no exchange notes will be issued with respect

thereto unless the unregistered notes so withdrawn are validly re-tendered. Properly withdrawn unregistered notes may be re-tendered by following the procedures described above under “Procedures for Tendering” at any time prior to the expiration of the applicable exchange offer.

Consequences of Failure to Exchange

If you do not tender your unregistered notes to be exchanged in the exchange offers, they will remain “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act.

Accordingly, they:

- may be resold only if (1) registered pursuant to the Securities Act, (2) an exemption from registration is available or (3) neither registration nor an exemption is required by law; and
- shall continue to bear a legend restricting transfer in the absence of registration or an exemption therefrom.

As a result of the restrictions on transfer of the unregistered notes, as well as the availability of the exchange notes, the unregistered notes are likely to be much less liquid than before the exchange offers.

Exchange Agents

U.S. Bank National Association has been appointed as the exchange agent for the 2020 exchange notes, 2021 exchange notes and 2040 exchange notes. The Bank of New York Mellon Trust Company, N.A., has been appointed as the exchange agent for the 2019 exchange notes. Questions and requests for assistance relating to the exchange of the unregistered notes should be directed to the applicable exchange agent addressed as follows:

In the case of the 2020 exchange notes, 2021 exchange notes and 2040 exchanges notes:

By Mail:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance Dept.

By Overnight Mail or Courier:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance Dept.

By Facsimile (for Eligible Institutions Only):

(651) 495-8158

For Information or Confirmation by Telephone:

(800) 934-6802

In the case of the 2019 exchange notes:

By Mail:

The Bank of New York Mellon Corporation
Corporate Trust Operations
Reorganization Unit
101 Barclay Street - 7 East
New York, NY 10286

Attn: Ms. Diane Amoroso

By Overnight Mail or Courier:

The Bank of New York Mellon Corporation
Corporate Trust Operations
Reorganization Unit
101 Barclay Street - 7 East
New York, NY 10286

Attn: Ms. Diane Amoroso

By Facsimile (for Eligible Institutions Only):

(212) 298-1915

For Information or Confirmation by Telephone:

(212) 815-2742

Fees and Expenses

We will bear the expenses of soliciting tenders pursuant to the exchange offers. The principal solicitation for tenders pursuant to the exchange offers is being made by mail. Additional solicitations may be made by our officers and regular employees and our affiliates in person or by telephone.

We will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offers. We, however, will pay the exchange agents reasonable and customary fees for its services and will reimburse each of the exchange agents for its related reasonable out-of-pocket expenses and accounting and legal fees. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket

expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the unregistered notes and in handling or forwarding tenders for exchange.

We will pay all transfer taxes, if any, applicable to the exchange of unregistered notes pursuant to the exchange offers. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing exchange notes or unregistered notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the notes tendered;
- tendered notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of unregistered notes under the exchange offer.

If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Accounting Treatment

We will record the exchange notes in our accounting records at the same carrying value as the unregistered notes, which is the aggregate principal amount as reflected in our accounting records on the date of applicable exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the consummation of the exchange offers. The exchange offers costs will be amortized as part of deferred financing costs over the life of the notes.

DESCRIPTION OF THE EXCHANGE NOTES

General

The 2020 exchange notes, 2021 exchange notes and 2040 exchange notes will be issued under an indenture, dated as of November 25, 2009, as supplemented by the First Supplemental Indenture, dated as of November 25, 2009, the Second Supplemental Indenture and the Third Supplemental Indenture, each dated March 4, 2010, among the Company, as issuer, the guarantors named therein and U.S. Bank National Association, as trustee (collectively, the “U.S. Bank Indenture”). The 2019 exchange notes will be issued under an indenture, dated as of September 8, 2009, as supplemented by the First Supplemental Indenture, dated as of September 8, 2009, among the Company, as issuer, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the “BNY Mellon Indenture”, and together with the U.S. Bank Indenture, the “indentures”). The term “notes” refers collectively to the exchange notes and the unregistered notes.

In the discussion that follows, we summarize particular provisions of the indenture. Whenever particular provisions or defined terms in the indenture are referred to in this offering memorandum, these provisions or defined terms are incorporated by reference in this offering memorandum. References, in this section only, to the “Company” refer to Republic Services, Inc., exclusive of our subsidiaries. Our discussion of indenture provisions is not complete. The Company urges you to read the applicable indenture because it, and not this description, defines your rights as a holder of the notes. The indentures have been filed as exhibits to the registration statement that includes this prospectus. See “Where You Can Find More Information.”

Maturity, Principal and Interest

The 2020 exchange notes will:

- be the Company’s unsecured unsubordinated obligations;
- rank equally with all of the Company’s other unsecured and unsubordinated indebtedness from time to time outstanding;
- be senior to any of the Company’s subordinated indebtedness from time to time outstanding;
- rank junior to the Company’s secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness;
- be effectively junior in right of payment to all existing and future liabilities, including trade payables, of those of the Company’s domestic subsidiaries that do not guarantee the notes and of any of the Company’s foreign subsidiaries, which will not guarantee the notes;
- be initially limited to \$850 million aggregate principal amount;
- be issued in registered form in minimum denominations of \$2,000 and in integral multiples of \$1,000;
- mature on March 1, 2020; and
- bear interest at a rate of 5.00% per annum, payable semiannually in arrears on March 1 and September 1 in each year (the “2020 interest payment dates”), commencing on September 1, 2010, to the person in whose name the note (or any predecessor note) is registered at the close of business on the February 15 or August 15 immediately preceding the relevant interest payment date.

The 2021 exchange notes will:

- be the Company’s unsecured unsubordinated obligations;
- rank equally with all of the Company’s other unsecured and unsubordinated indebtedness from time to time outstanding;
- be senior to any of the Company’s subordinated indebtedness from time to time outstanding;

- rank junior to the Company's secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness;
- be effectively junior in right of payment to all existing and future liabilities, including trade payables, of those of the Company's domestic subsidiaries that do not guarantee the notes and of any of the Company's foreign subsidiaries, which will not guarantee the notes;
- be initially limited to \$600 million aggregate principal amount;
- be issued in registered form in minimum denominations of \$2,000 and in integral multiples of \$1,000;
- mature on November 15, 2021; and
- bear interest at a rate of 5.25% per annum, payable semiannually in arrears on May 15 and November 15 in each year (the "2021 interest payment dates"), commencing November 15, 2010, to the person in whose name the note (or any predecessor note) is registered at the close of business on the May 1 or November 1 immediately preceding the relevant interest payment date.

The 2019 exchange notes will:

- be the Company's unsecured unsubordinated obligations;
- rank equally with all of the Company's other unsecured and unsubordinated indebtedness from time to time outstanding;
- be senior to any of the Company's subordinated indebtedness from time to time outstanding;
- rank junior to the Company's secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness;
- be effectively junior in right of payment to all existing and future liabilities, including trade payables, of those of the Company's domestic subsidiaries that do not guarantee the notes and of any of the Company's foreign subsidiaries, which will not guarantee the notes;
- be initially limited to \$650 million aggregate principal amount;
- be issued in registered form in minimum denominations of \$2,000 and in integral multiples of \$1,000;
- mature on September 15, 2019; and
- bear interest at a rate of 5.50% per annum, payable semiannually in arrears on March 15 and September 15 in each year (the "2019 interest payment dates"), commencing on September 15, 2010, to the person in whose name the note (or any predecessor note) is registered at the close of business on the March 1 or September 1 immediately preceding the relevant interest payment date.

The 2040 exchange notes will:

- be the Company's unsecured unsubordinated obligations;
- rank equally with all of the Company's other unsecured and unsubordinated indebtedness from time to time outstanding;
- be senior to any of the Company's subordinated indebtedness from time to time outstanding;
- rank junior to the Company's secured indebtedness from time to time outstanding to the extent of the value of the assets securing such indebtedness;
- be effectively junior in right of payment to all existing and future liabilities, including trade payables, of those of the Company's domestic subsidiaries that do not guarantee the notes and of any of the Company's foreign subsidiaries, which will not guarantee the notes;
- be initially limited to \$650 million aggregate principal amount;
- be issued in registered form in minimum denominations of \$2,000 and in integral multiples of \$1,000;

- mature on March 1, 2040; and
- bear interest at a rate of 6.20% per annum, payable semiannually in arrears on March 1 and September 1 in each year (the “2040 interest payment dates”, and together with each of the 2020 interest payment dates, 2021 interest payment dates and 2019 interest payment dates, an “interest payment date”), commencing on September 1, 2010, to the person in whose name the note (or any predecessor note) is registered at the close of business on the February 15 or August 15 immediately preceding the relevant interest payment date.

Additional notes of the same class and series may be issued in one or more tranches from time to time, without notice to or the consent of the existing holders of the notes. Additional notes of the same class and series may not be fungible with the 2020 exchange notes, the 2021 exchange notes, the 2019 exchange notes and or the 2040 exchange notes for federal income tax purposes. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Guarantees

The notes initially will be guaranteed, jointly and severally, by all of the Company’s subsidiaries that guarantee the Company’s revolving credit facilities. Each guarantee will be a senior obligation of the guarantor, will rank equally with all unsecured and unsubordinated indebtedness of the guarantor from time to time outstanding, will rank senior to any subordinated indebtedness of the guarantor from time to time outstanding and will rank junior to any secured indebtedness of a guarantor from time to time outstanding to the extent of the value of the assets securing such indebtedness.

In accordance with the terms of the applicable indenture, each guarantee of a guarantor will be released in the following circumstances:

- concurrently with the satisfaction and discharge of the applicable indenture in accordance with the terms of the applicable indenture;
- concurrently with the defeasance or covenant defeasance of the applicable notes in accordance with the terms of the applicable indenture;
- upon the consummation of any transaction (whether involving a sale or other disposition of securities, a merger or otherwise) whereby the guarantor ceases to be a Subsidiary of the Company; or
- upon the termination of such guarantor’s obligations under its guarantees provided with respect to the Company’s revolving credit facilities, or upon the release of such guarantor from its obligations under the Company’s revolving credit facilities.

Optional Redemption

The notes of each series will be redeemable, as a whole or in part, at the option of the Company, at any time or from time to time, at a redemption price equal to the greater of:

(1) 100% of the principal amount of the notes to be redeemed, and

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (and, in the case of the 2020 exchange notes and the 2040 exchange notes, not including any portion of any interest accrued to the redemption date) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate, plus 25 basis points (in the case of the 2020 exchange notes), 30 basis points (in the case of the 2021 exchange notes and 2040 exchange notes), or 35 basis points (in the case of the 2019 exchange notes).

In the case of each of clauses (1) and (2), accrued interest will be payable to the redemption date.

Holders of notes to be redeemed will receive notice thereof by first-class mail at least 30 and not more than 60 days before the date fixed for redemption. If fewer than all of the notes of a series are to be redeemed, the applicable trustee will select, at least 30 and not more than 60 days prior to the redemption date, the particular notes

or portions thereof for redemption from the outstanding notes of such series not previously called by such method as the applicable trustee deems fair and appropriate.

On and after the redemption date, interest will cease to accrue on the notes of a series or any portion of the notes of a series called for redemption unless the Company defaults in the payment of the redemption price and accrued interest. On or before the redemption date, the Company will deposit with a paying agent (or the applicable trustee) money sufficient to pay the redemption price of and accrued interest on the notes of a series to be redeemed on that date.

“*Comparable Treasury Issue*” means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (“Remaining Life”) of the notes of a series to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

“*Comparable Treasury Price*” means, with respect to any redemption date, (1) the average of five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

“*Independent Investment Banker*” means (1) with respect to the 2020 exchange notes, any of Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC, (2) with respect to the 2021 exchange notes, any of Banc of America Securities LLC, RBS Securities Inc., BNP Paribas Securities Corp. or Wells Fargo Securities, LLC, (3) with respect to the 2019 exchange notes, any of Banc of America Securities LLC, Barclays Capital or J.P. Morgan Securities Inc., and (4) with respect to the 2040 exchange notes, any of Banc of America Securities LLC and J.P. Morgan Securities Inc., and; in each case, their respective successors, or, in each case, if all of such firms are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Company.

“*Reference Treasury Dealer*” means (1) (a) with respect to the 2020 exchange notes, any of Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC, (b) with respect to the 2021 exchange notes, each of Banc of America Securities LLC, RBS Securities Inc. and BNP Paribas Securities Corp., and a Primary Treasury Dealer (as defined below) selected by Wells Fargo Securities, LLC, (c) with respect to the 2019 exchange notes, each of Banc of America Securities LLC, Barclays Capital Inc. and J.P. Morgan Securities Inc., (d) with respect to the 2040 exchange notes, any of Banc of America Securities LLC and J.P. Morgan Securities Inc., and, in each case, their respective successors; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City in the case of the 2019 exchange notes and 2021 exchange notes, or generally, in the case of the 2020 exchange notes and 2040 exchange notes (a “Primary Treasury Dealer”), the Company will substitute for such bank another Primary Treasury Dealer and (2) any other Primary Treasury Dealer selected by the Independent Investment Banker after consultation with the Company.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by any Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to such Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

“*Treasury Rate*” means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15(519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to

maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event with respect to the notes of any series, unless the Company has exercised its right to redeem the notes of that series as described under “— Optional Redemption,” each holder of notes of that series will have the right to require the Company to purchase all or a portion (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of such holder’s notes of that series pursuant to the offer described below (the “Change of Control Offer”), at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase (the “Change of Control Payment”), subject to the rights of holders of notes of that series on the relevant record date to receive interest due on the relevant interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurred with respect to the notes of that series, or at the option of the Company, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company will be required to send, by first class mail, a notice to each holder of notes of that series, with a copy to the applicable trustee, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the “Change of Control Payment Date”). The notice, if mailed prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, the Company will, to the extent lawful, (1) accept or cause a third party to accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer; (2) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and (3) deliver or cause to be delivered to the trustee the notes accepted together with an officers’ certificate stating the aggregate principal amount of notes or portions of notes being repurchased.

The Company will not be required to make a Change of Control Offer with respect to the notes of the applicable series if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all the notes properly tendered and not withdrawn under its offer.

The Company will comply in all material respects with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes of the applicable series as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the notes, the Company will comply with those securities laws and regulations and will not be deemed to have breached the Company’s obligations under the Change of Control Offer provisions of the notes by virtue of any such conflict.

For purposes of the foregoing discussion of a Change of Control Offer, the following definitions are applicable:

“Change of Control” means the occurrence of any of the following after the date of issuance of the notes:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Republic Services, Inc. and its Subsidiaries taken as a whole to any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act) other than to Republic Services, Inc. or one of its Subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act, it being agreed that an employee of Republic Services, Inc. or any of its Subsidiaries for whom shares are

held under an employee stock ownership, employee retirement, employee savings or similar plan and whose shares are voted in accordance with the instructions of such employee shall not be a member of a “group” (as that term is used in Section 13(d)(3) of the Exchange Act) solely because such employee’s shares are held by a trustee under said plan) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of the Company’s Voting Stock representing more than 50% of the voting power of the Company’s outstanding Voting Stock;

(3) the Company consolidates with, or merge with or into, any Person, or any Person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the Company’s outstanding Voting Stock or Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the Company’s Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, Voting Stock representing more than 50% of the voting power of the Voting Stock of the surviving Person immediately after giving effect to such transaction;

(4) during any period of 24 consecutive calendar months, the majority of the members of the Company’s board of directors shall no longer be composed of individuals (a) who were members of the Company’s board of directors on the first day of such period or (b) whose election or nomination to the Company’s board of directors was approved by individuals referred to in clause (a) above constituting, at the time of such election or nomination, at least a majority of the Company’s board of directors or, if directors are nominated by a committee of the Company’s board of directors, constituting at the time of such nomination, at least a majority of such committee; or

(5) the adoption of a plan relating to the Company’s liquidation or dissolution.

“*Change of Control Triggering Event*” means, with respect to the notes of any series, the notes of that series cease to be rated Investment Grade by each of the Rating Agencies on any date during the period (the “Trigger Period”) commencing 60 days prior to the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change). If a Rating Agency is not providing a rating for the notes of any series at the commencement of any Trigger Period, the notes of that series will be deemed to have ceased to be rated Investment Grade by such Rating Agency during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

“*Investment Grade*” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating category of Moody’s) and a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P), and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Company under the circumstances permitting the Company to select a replacement agency and in the manner for selecting a replacement agency, in each case as set forth in the definition of “Rating Agency.”

“*Moody’s*” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trusts, unincorporated organization or government or any agency or political subdivisions thereof.

“*Rating Agency*” means each of Moody’s and S&P; provided, that if any of Moody’s or S&P ceases to rate the notes of any series or fails to make a rating of the notes of that series publicly available for reasons outside the Company’s control, the Company may appoint another “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act as a replacement for such Rating Agency; provided, that the Company shall give notice of such appointment to the applicable trustee.

“*S&P*” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

“*Voting Stock*” of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of “all or substantially all” of the properties or assets of Republic Services, Inc. and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase “substantially all,” there is no precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that the Company offer to repurchase the notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Republic Services, Inc. and its Subsidiaries taken as a whole to another Person or group may be uncertain.

In addition, under a recent Delaware Chancery Court interpretation of a change of control repurchase requirement with a continuing director provision, a board of directors may approve a slate of shareholder-nominated directors without endorsing them or while simultaneously recommending and endorsing its own slate instead. The foregoing interpretation would permit the Company’s board to approve a slate of directors that included a majority of dissident directors nominated pursuant to a proxy contest, and the ultimate election of such dissident slate would not constitute a “Change of Control Triggering Event” that would trigger your right to require the Company to repurchase your notes as described above.

Certain Covenants

The following restrictions will apply to each series of notes:

Restrictions on Liens

The Company will not, and will not permit any Restricted Subsidiary to, Incur any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property of the Company’s or a Restricted Subsidiary, whether such shares of stock, Indebtedness or other obligations of a Subsidiary or Principal Property is owned at the date of the applicable indenture or thereafter acquired, without in any such case effectively providing that all the notes will be directly secured equally and ratably with such Lien.

These restrictions do not apply to:

- (1) the Incurrence of any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property acquired after the date of the applicable indenture (including acquisitions by way of merger or consolidation) by the Company or a Restricted Subsidiary contemporaneously with such acquisition, or within 120 days thereafter, to secure or provide for the payment or financing of any part of the purchase price thereof, or the assumption of any Lien upon any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property acquired after the date of the applicable indenture existing at the time of such acquisition, or the acquisition of any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property subject to any Lien without the assumption thereof, provided that every such Lien referred to in this clause (1) shall attach only to the shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property so acquired and fixed improvements thereon;
- (2) any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property existing on the date the notes are initially issued;
- (3) any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property in favor of Republic Services, Inc. or any Restricted Subsidiary;
- (4) any Lien on Principal Property being constructed or improved securing loans to finance such construction or improvements;
- (5) any Lien on shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property Incurred in connection with the issuance of tax-exempt government obligations; and

(6) any renewal of or substitution for any Lien permitted by any of the preceding clauses (1) through (5), provided, in the case of a Lien permitted under clause (1), (2) or (4), the debt secured is not increased nor the Lien extended to any additional assets.

Notwithstanding the foregoing, the Company or any Restricted Subsidiary may create or assume Liens in addition to those permitted by clauses (1) through (6), and renew, extend or replace such Liens, provided that at the time of such creation, assumption, renewal, extension or replacement of such Lien, and after giving effect thereto, together with any sale and leaseback transactions entered into pursuant to the provisions of the applicable indenture described below in the last paragraph under “— Certain Covenants — Limitations on Sale and Leaseback Transactions,” Exempted Debt does not exceed 20% of Consolidated Net Tangible Assets.

For the purposes of this “Restrictions on Liens” covenant and the “Limitation on Sale and Leaseback Transactions” covenant, the giving of a guarantee which is secured by a Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property, and the creation of a Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property to secure Indebtedness that existed prior to the creation of such Lien, shall be deemed to involve the creation of Indebtedness in an amount equal to the principal amount guaranteed or secured by such Lien.

Given the size of the Company’s operations, at any given time the Company expects to have very few or no Principal Properties and, accordingly, very few or no Restricted Subsidiaries.

Limitation on Sale and Leaseback Transactions

The indentures provide that the Company will not, and will not permit any Restricted Subsidiary to, sell or transfer, directly or indirectly, except to the Company or a Restricted Subsidiary, any Principal Property as an entirety, or any substantial portion thereof, with the intention of taking back a lease of such property, except a lease for a period of two years or less at the end of which it is intended that the use of such property by the lessee will be discontinued; provided that, notwithstanding the foregoing, the Company or any Restricted Subsidiary may sell any such Principal Property and lease it back for a longer period:

(1) if the Company or such Restricted Subsidiary would be entitled, pursuant to the provisions of the applicable indenture described above under “— Certain Covenants — Restrictions on Liens,” to create a mortgage on the property to be leased securing Funded Debt in an amount equal to the Attributable Debt with respect to such sale and leaseback transaction without equally and ratably securing the outstanding notes; or

(2) if the Company promptly informs the applicable trustee of such transaction, the net proceeds of such transaction are at least equal to the fair market value (as determined by board resolution) of such property, and the Company causes an amount equal to the net proceeds of the sale to be applied to the retirement, within 180 days after receipt of such proceeds, of Funded Debt Incurred or assumed by the Company or a Restricted Subsidiary (including the notes); provided further that, in lieu of applying all or any part of such net proceeds to such retirement, the Company may, within 75 days after such sale or transfer, deliver or cause to be delivered to the applicable trustee for cancellation either debentures or notes evidencing Funded Debt of the Company (which may include the notes offered hereby) or of a Restricted Subsidiary previously authenticated and delivered by the applicable trustee, and not theretofore tendered for sinking fund purposes or called for a sinking fund or otherwise applied as a credit against an obligation to redeem or retire such notes or debentures. If the Company so delivers debentures or notes to the applicable trustee and an officer’s certificate to the applicable trustee for the notes, the amount of cash that the Company will be required to apply to the retirement of Funded Debt will be reduced by an amount equal to the aggregate of the then applicable optional redemption prices (not including any optional sinking fund redemption prices) of such debentures or notes, or if there are no such redemption prices, the principal amount of such debentures or notes, provided, that in the case of debentures or notes which provide for an amount less than the principal amount thereof to be due and payable upon a declaration of the maturity thereof, such amount of cash shall be reduced by the amount of principal of such debentures or notes that would be due and payable as of the date of such application upon a declaration of acceleration of the maturity thereof pursuant to the terms of the indenture pursuant to which such debentures or notes were issued; or

(3) if the Company, within 180 days after the sale or transfer, apply or cause a Restricted Subsidiary to apply an amount equal to the greater of the net proceeds of such sale or transfer or the fair market value of the Principal Property (or portion thereof) so sold and leased back at the time of entering into such sale and leaseback transaction (in either case as determined by board resolution) to purchase other Principal Property having a fair market value at least equal to the fair market value of the Principal Property (or portion thereof) sold or transferred in such sale and leaseback transaction.

Notwithstanding the foregoing, the Company or any Restricted Subsidiary may enter into sale and leaseback transactions in addition to those permitted in the foregoing paragraph and without any obligation to retire any outstanding notes or other Funded Debt, provided that at the time of entering into such sale and leaseback transactions and after giving effect thereto, together with any Liens created, assumed or otherwise incurred pursuant to the provisions of the applicable indenture described above in the third paragraph under “— Certain Covenants — Restrictions on Liens,” Exempted Debt does not exceed 20% of Consolidated Net Tangible Assets.

Definitions

Set forth below are certain defined terms used in the indentures. Reference is made to the applicable indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

“*Attributable Debt*” means, when used in connection with a sale and leaseback transaction, at any date of determination, the product of (1) the net proceeds from such sale and leaseback transaction multiplied by (2) a fraction, the numerator of which is the number of full years of the term of the lease relating to the property involved in such sale and leaseback transaction (without regard to any options to renew or extend such term) remaining at the date of the making of such computation and the denominator of which is the number of full years of the term of such lease measured from the first day of such term.

“*Capital Stock*” means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests (including partnership interests) in (however designated) the equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity.

“*Consolidated Net Tangible Assets*” means, as of any date, the total amount of assets of Republic Services, Inc. and its Subsidiaries on a consolidated basis (less applicable reserves and other properly deductible items) after deducting therefrom (1) all current liabilities (excluding any current liabilities which are by their terms extendible or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed or which are supported by other borrowings with a maturity of more than 12 months from the date of calculation), (2) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles and (3) appropriate adjustments on account of minority interests of other Persons holding stock of Republic Services, Inc.’s Subsidiaries, all as set forth on the most recent balance sheet of Republic Services, Inc. and its consolidated Subsidiaries (but, in any event, as of a date within 120 days of the date of determination), in each case excluding intercompany items and computed in accordance with generally accepted accounting principles.

“*Exempted Debt*” means the sum, without duplication, of the following items outstanding as of the date Exempted Debt is being determined with respect to each series of notes: (1) Indebtedness of Republic Services, Inc. and the Restricted Subsidiaries Incurred after the date of the applicable supplemental indenture and secured by Liens created, assumed or otherwise Incurred or permitted to exist pursuant to the provisions of the applicable indenture described above under “— Certain Covenants — Restrictions on Liens” and (2) Attributable Debt of Republic Services, Inc. and the Restricted Subsidiaries in respect of all sale and leaseback transactions with regard to any Principal Property entered into pursuant to the provisions of the applicable indenture described above under “— Certain Covenants — Limitation on Sale and Leaseback Transactions.”

“*Funded Debt*” means all Indebtedness for borrowed money, including purchase money indebtedness, having a maturity of more than one year from the date of its creation or having a maturity of less than one year but by its

terms being renewable or extendible, at the option of the obligor in respect thereof, beyond one year from its creation.

“*Incur*” means to issue, assume, guarantee, incur or otherwise become liable for. The terms “*Incur*,” “*Incur*” and “*Incur*” shall each have a correlative meaning.

“*Indebtedness*” means with respect to any Person at any date of determination (without duplication), indebtedness for borrowed money or indebtedness evidenced by bonds, notes, debentures or other similar instruments given to finance the acquisition of any businesses, properties or assets of any kind (including, without limitation, Capital Stock or other equity interests in any Person).

“*Lien*” with respect to any property or assets, means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, easement (other than any easement not materially impairing usefulness or marketability), encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to such property or assets (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing), but not including the interest of a lessor under a lease that is an operating lease under generally accepted accounting principles.

“*Principal Property*” means any land, land improvements or building, together with the land upon which it is erected and fixtures comprising a part thereof, in each case, owned or leased by the Company or any Restricted Subsidiary and located in the United States, the gross book value (without deduction of any reserve for depreciation) of which on the date as of which the determination is being made is an amount which exceeds 2% of Consolidated Net Tangible Assets but not including such land, land improvements, buildings or portions thereof which is financed through the issuance of tax-exempt governmental obligations, or any such property that has been determined by a board resolution not to be of material importance to the respective businesses conducted by the Company or such Restricted Subsidiary effective as of the date such resolution is adopted by the Company’s board of directors.

“*Restricted Subsidiary*” means any Subsidiary which, at the time of determination, owns or is a lessee pursuant to a capital lease of any Principal Property.

“*Subsidiary*” of a Person means, with respect to any Person, any corporation, association, partnership or other business entity of which at least a majority of the total voting power of the Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person.

Consolidation, Merger or Sale of Substantially All Assets

The Company may consolidate or merge with, or sell all or substantially all of the Company’s assets to, another corporation as long as the surviving corporation is organized under the laws of the United States or any state thereof or the District of Columbia and the consolidation, merger or sale does not create a default under the applicable indenture. The remaining or acquiring corporation must assume all of the Company’s responsibilities and liabilities under the applicable indenture, including the payment of all amounts due on the notes and performance of the covenants. Under these circumstances, if the Company’s properties or assets become subject to a Lien not permitted by the applicable indenture, the Company will equally and ratably secure the notes.

Filing of Financial Statements

The indentures require the Company to file quarterly and annual financial statements with the SEC.

Events of Default

An event of default under the applicable indenture with respect to any series of notes includes the following:

- failure to pay interest on the notes of that series for 30 days;
- failure to pay principal on the notes of that series when due;

- failure to perform any of the other covenants or agreements in the applicable indenture relating to the notes of that series that continues for 60 days after notice to the Company by the applicable trustee or holders of at least 25% in principal amount of the notes of that series then outstanding (for purposes of the financial statement reporting covenant, the 60-day grace period will be extended to 365 days);
- failure to pay when due any Indebtedness of the Company or any Restricted Subsidiary having an aggregate principal amount outstanding of at least \$25.0 million that continues for 25 days after notice to the Company by the applicable trustee or holders of at least 25% in principal amount of the notes of that series then outstanding; or
- certain events of bankruptcy, insolvency or reorganization relating to the Company or any Restricted Subsidiary.

The indentures provide that the applicable trustee will, with certain exceptions, notify the holders of notes of the applicable series of any event of default known to it with respect to the notes of that series within 90 days after the occurrence of such event.

If an event of default (other than with respect to certain events of bankruptcy, insolvency or reorganization) occurs and is continuing with respect to the notes of any series, the applicable trustee or the holders of not less than 25% in principal amount of the notes of that series then outstanding may declare the principal amount to be due and payable. In that case, subject to certain conditions, the holders of a majority in principal amount of the notes of that series then outstanding can rescind and annul such declaration and its consequences. If an event of default with respect to certain events of bankruptcy, insolvency or reorganization occurs and is continuing, then all of the notes will ipso facto become and be due and payable immediately in an amount equal to the principal amount of the notes, together with accrued and unpaid interest, if any, to the date the notes become due and payable, without any declaration or other act on the part of the applicable trustee or any holder.

In the event of a declaration of acceleration because an event of default related to the failure to pay when due any Indebtedness having an aggregate principal amount outstanding of at least \$25.0 million has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the default triggering such event of default shall be remedied or cured by the Company or the relevant Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto.

The Company is required to file an annual officers' certificate with the applicable trustee concerning the Company's compliance with the applicable indenture. Subject to the provisions of the applicable indenture relating to the duties of the trustee, the applicable trustee is not obligated to exercise any of its rights or powers at the request or direction of any of the holders unless they have offered the applicable trustee security or indemnity satisfactory to the applicable trustee. If the holders provide security or indemnity satisfactory to the applicable trustee, the holders of a majority in principal amount of the outstanding notes of the applicable series during an event of default may direct the time, method and place of conducting any proceeding for any remedy available to the applicable trustee under the applicable indenture or exercising any of the applicable trustee's trusts or powers with respect to the notes.

Prior to the acceleration of the maturity of the notes of any series, the holders of not less than a majority in aggregate principal amount of the outstanding notes of that series may on behalf of the holders of all outstanding notes of that series waive any past default or event of default and its consequences, except a default or event of default (a) in the payment of the principal of, premium, if any, or interest on any note of that series (which may only be waived with the consent of each holder of notes affected) or (b) in respect of a covenant or a provision of the applicable indenture which cannot be modified or amended without the consent of the holder of each note outstanding affected by such modification or amendment.

Modification and Amendment of the Indentures

The Company and the guarantors may enter into supplemental indentures to the applicable indenture with the applicable trustee without the consent of the holders of the notes to, among other things:

- evidence the assumption by a successor corporation of the Company's obligations;
- add covenants for the protection of the holders of the notes of any series;

- create a new series of securities under the applicable indenture;
- cure any ambiguity or correct any inconsistency in the applicable indenture;
- add guarantees or security; and
- make any change that does not adversely affect the rights of holders of the notes.

With the consent of the holders of a majority in principal amount of the notes of any series then outstanding and affected, the Company and the guarantors may execute supplemental indentures with the applicable trustee to add provisions or change or eliminate any provision of the applicable indenture or any supplemental indenture or to modify the rights of the holders of the notes so affected.

Without the consent of the holders of each outstanding note of a series affected, no supplemental indenture will, among other things:

- reduce the percentage in principal amount of the notes of that series, the consent of the holders of which is required for any such supplemental indenture;
- reduce the principal amount of the notes of that series or their interest rate or change the stated maturity of or extend the time for payment of interest on the notes of that series;
- reduce the premium payable upon redemption of the notes of that series or change the time when the notes of that series may or shall be redeemed;
- amend, change or modify the Company's obligation to make and consummate a Change of Control Offer in the event of a Change of Control Triggering Event in accordance with "— Change of Control Triggering Event" above after such Change of Control Triggering Event has occurred, including amending, changing or modifying any definition related thereto;
- impair the right to institute suit for the enforcement of the notes of that series;
- reduce the percentage in principal amount of the notes of that series required for waiver of compliance with certain provisions of the applicable indenture or certain defaults; or
- modify any other provisions with respect to modification and waiver, except to increase the percentage required for any modification or waiver or to provide that other provisions of the applicable indenture may not be modified or waived without your consent.

Defeasance and Covenant Defeasance

At the option of the Company, the Company (1) will be discharged from all obligations under the applicable indenture in respect of the notes of any series (except for certain obligations to exchange or register the transfer of the notes of that series, replace stolen, lost or mutilated notes of that series, maintain paying agencies and hold monies for payment in trust) or (2) need not comply with certain restrictive covenants of the applicable indenture (including the restrictions on Liens, the limitations on sale and lease back transactions and the requirement to make a Change of Control Offer) with respect to the notes of that series, in each case if the Company deposits with the applicable trustee, in trust, money or U.S. government obligations (or a combination thereof) sufficient to pay the principal of and any premium or interest on the notes of that series when due. In order to select option (1) above, the Company must provide the trustee with an opinion of counsel stating that (a) the Company received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the applicable indenture, there has been a change in the applicable federal income tax law, in either case to the effect that and based thereon such opinion of counsel shall confirm that, the holders and beneficial owners of the notes of that series will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred. In order to select option (2) above, the Company must provide the applicable trustee with an opinion of counsel to the effect that the holders and beneficial owners of the notes of that series will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be

subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.

In the event the Company exercises its option under (2) above with respect to the notes of any series and the notes of that series are declared due and payable because of the occurrence of any event of default other than default with respect to such obligations, the amount of money and U.S. government obligations on deposit with the applicable trustee will be sufficient to pay amounts due on the notes of that series at the time of their stated maturity but may not be sufficient to pay amounts due on the notes of that series at the time of the acceleration resulting from such event of default. The Company would remain liable, however, for such amounts.

Satisfaction and Discharge

The applicable indenture will be discharged as to all outstanding notes when:

- either (1) all of the notes authenticated and delivered (other than (i) lost, stolen or destroyed notes which have been replaced or paid in accordance with the applicable indenture or (ii) all notes for whose payment money has been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the applicable trustee for cancellation, or (2) all notes not delivered to the applicable trustee for cancellation (i) have become due and payable or (ii) will become due and payable at their stated maturity within one year; and the Company has irrevocably deposited or caused to be deposited with the applicable trustee as trust funds in trust an amount in U.S. dollars sufficient to pay and discharge the entire indebtedness on the notes not theretofore delivered to the applicable trustee for cancellation;
- the Company has paid or caused to be paid all other sums payable by the Company under the applicable indenture; and
- the Company has delivered to the applicable trustee an officers' certificate and an opinion of independent counsel each stating that (i) all conditions precedent relating to the satisfaction and discharge have been complied with, (ii) no default with respect to the notes has occurred and is continuing and (iii) such deposit does not result in a breach or violation of, or constitute a default under, the applicable indenture or any other agreement or instrument to which the Company is a party.

Governing Law

The indentures will be governed by, and construed in accordance with, the laws of the State of New York.

Book-Entry, Delivery and Form

The notes will be issued in one or more fully registered global notes (the "Global Notes") in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The Global Notes will be deposited upon issuance with the applicable trustee as custodian for The Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may be exchanged for notes in certificated form only in limited circumstances. See "— Exchange of Global Notes for Certificated Notes." In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective

settlement systems and are subject to changes by them. The Company takes no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised the Company that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the “Participants”) and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC’s system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the “Indirect Participants”).

Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Company that, pursuant to procedures established by it: (1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and (2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or “holders” thereof under the applicable indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the applicable indenture. Under the terms of the applicable indenture, the Company and the applicable trustee will treat the Persons in whose names the notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving payments and for all other purposes. Consequently, neither the Company, the applicable trustee nor any agent of the Company or the applicable trustee has or will have any responsibility or liability for: (1) any aspect of DTC’s records or any Participant’s or Indirect Participant’s records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC’s records or any Participant’s or Indirect Participant’s records relating to the beneficial ownership interests in the Global Notes; or (2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Company that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the applicable trustee or the Company. Neither the Company nor the applicable trustee will be liable for any delay by DTC or any of its Participants or Indirect Participants in identifying the beneficial owners of the notes, and the Company and the applicable trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC’s procedures, and will be settled in same-day funds, and transfers between Participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC’s rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depository; however, such cross-market transactions will

require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised the Company that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests Global Notes among Participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither the Company nor the applicable trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective Participants or Indirect Participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for definitive notes in registered certificated form ("Certificated Notes") if (1) DTC (a) notifies the Company that it is unwilling or unable to continue as depository for the Global Notes and the Company fails to appoint a successor depository or (b) has ceased to be a clearing agency registered under the Exchange Act and the Company fails to appoint a successor depository, (2) the Company elects to issue Certificated Notes or (3) there shall have occurred and be continuing an event of default with respect to the notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the applicable trustee by or on behalf of DTC in accordance with the applicable indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

Same-Day Settlement and Payment

The Company will make payments in respect of the notes represented by the Global Notes (including principal, premium, if any, and interest, if any) by wire transfer of immediately available funds to the accounts specified by the Global Note holder. The Company will make all payments of principal, interest and premium, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address. The notes represented by the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised the Company that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of certain U.S. federal income tax considerations and, in the case of a non-U.S. holder (as defined below), certain U.S. federal estate tax considerations, to beneficial owners of unregistered notes whose unregistered notes are tendered and accepted in an exchange offer. This summary is based on the U.S. federal income tax laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change or differing interpretation, possibly with retroactive effect. This summary does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular beneficial owner of unregistered notes or to certain types of beneficial owners of unregistered notes that may be subject to special tax rules (such as banks, tax-exempt entities, insurance companies, S corporations, dealers in securities or currencies, traders in securities electing to mark-to-market, pass-through entities (including partnerships and entities and arrangements classified as partnerships for U.S. federal income tax purposes) and beneficial owners of pass-through entities, beneficial owners that incurred indebtedness to purchase or carry the unregistered notes, beneficial owners that hold the unregistered notes or will hold the exchange notes as a position in a “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction or beneficial owners that have a “functional currency” other than the U.S. dollar). The discussion is limited to exchanging beneficial owners of unregistered notes that have held the unregistered notes, and will hold the exchange notes, as “capital assets” within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). Because the law with respect to certain U.S. federal income tax considerations of the exchange offers is uncertain and no ruling has been or will be requested from the Internal Revenue Service (the “IRS”) on any U.S. federal income tax matter concerning the exchange offers, no assurances can be given that the IRS or a court considering these issues will agree with the positions or conclusions discussed below.

Exchange Offers

The exchange of unregistered notes for exchange notes in the exchange offers will not constitute a taxable event to holders for U.S. federal income tax purposes. Consequently, you will not recognize gain or loss upon receipt of an exchange note. The holding period of the exchange note will include the holding period of the unregistered note exchanged therefor and the basis of the exchange note will be the same as the basis of the unregistered note immediately before the exchange.

Persons considering the exchange of unregistered notes for exchange notes should consult their own tax advisors concerning the U.S. federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

U.S. Holders

The discussion below applies to you only if you are a U.S. holder. A “U.S. Holder” is a beneficial owner of unregistered notes whose unregistered notes are tendered and accepted in an exchange offer that is, for U.S. federal income tax purposes, (a) a citizen or resident of the United States, (b) a corporation (or other entity classified as a corporation for such purposes) created or organized in or under the laws of the United States, or any State thereof or the District of Columbia, (c) an estate, the income of which is subject to U.S. federal income taxation regardless of the source of that income, or (d) a trust if (i) a court within the United States can exercise primary supervision over its administration and one or more “United States persons” (as defined for U.S. federal income tax purposes) have the authority to control all of the substantial decisions of the trust or (ii) the trust has validly elected to be treated as a “United States person” under applicable regulations.

Interest. Interest on an unregistered note and interest on an exchange note received by a U.S. Holder will be taxable to the U.S. Holder as ordinary interest income in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes.

Amortizable Bond Premium. Unamortized bond premium which a U.S. Holder may have on the unregistered notes will carry over to the exchange notes received in exchange therefor. It may be possible for the U.S. Holder to elect to amortize this premium using a constant yield method over the term of the exchange note (or until an earlier call date, as applicable). The amortized amount of the premium for a taxable year generally will be treated first as a reduction of interest on the exchange note included in such taxable year to the extent thereof, then as a deduction

allowed in that taxable year to the extent of the beneficial owner's prior interest inclusions on the exchange note, and finally as a carryforward allowable against the beneficial owner's future interest inclusions on the exchange note. A U.S. Holder must reduce its tax basis in such exchange note by the amount of the premium so amortized. The election to amortize premium on a constant yield method, once made, applies to all debt obligations held or subsequently acquired by the electing U.S. Holder on or after the first day of the taxable year to which the election applies and may not be revoked without the consent of the Service. U.S. Holders should consult their own tax advisors concerning the computation and amortization of any bond premium on their exchange notes.

Market Discount. Accrued market discount on unregistered notes not previously treated as ordinary income by a U.S. Holder will carry over to the exchange notes received in exchange therefor. A U.S. Holder will be required to treat any gain on the sale, exchange, retirement or other taxable disposition (collectively, a "disposition") of an exchange note as ordinary income to the extent of the accrued market discount on the exchange note at the time of the disposition unless such market discount has been previously included in income by the U.S. Holder pursuant to an election by the beneficial owner to include the market discount in income as it accrues (under either a ratable or constant yield method).

Dispositions. In general, subject to the discussion above regarding market discount, a U.S. Holder's disposition of an exchange note will result in capital gain or loss equal to the difference between the amount realized (except to the extent such amount is attributable to accrued but unpaid interest on the exchange note, which amount will be taxable as ordinary interest income in accordance with such U.S. holder's method of accounting for U.S. federal income tax purposes) and the U.S. Holder's adjusted tax basis in such exchange note immediately before such disposition (which should reflect any market discount previously included in income). Capital gain or loss will be long-term capital gain or loss if at the time of the disposition the U.S. Holder has held the exchange note for more than one year. Subject to limited exceptions, capital losses cannot be used to offset ordinary income.

Non-U.S. Holders

The following discussion applies to you if you are a beneficial owner of unregistered notes whose unregistered notes are exchanged for exchange notes and you are not a U.S. Holder (as defined above) and also are not a partnership (or an entity or arrangement classified as a partnership for U.S. federal tax purposes) (a "non-U.S. holder").

Interest. The United States generally imposes a 30 percent withholding tax on payments of interest to non-U.S. persons. The 30 percent (or lower applicable treaty rate) U.S. federal withholding tax will not apply to a non-U.S. Holder in respect of any payment of interest on the exchange notes that is not effectively connected with the conduct of a U.S. trade or business provided that such holder:

- does not actually (or constructively) own 10 percent or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and the U.S. Treasury regulations;
- is not a controlled foreign corporation that is related to us actually or constructively through sufficient stock ownership;
- is not a bank whose receipt of interest on the notes is described in section 881(c)(3)(A) of the Code; and
- (a) provides identifying information (i.e., name and address) to us or our paying agent on IRS Form W-8BEN (or successor form), and certifies, under penalty of perjury, that such holder is not a U.S. person or (b) a financial institution holding the notes on behalf of such holder certifies, under penalty of perjury, that it has received the applicable IRS Form W-8BEN (or successor form) from the beneficial owner and provides us with a copy.

If a non-U.S. Holder cannot satisfy the requirements described above, payments of interest made to such holder will be subject to the 30 percent U.S. federal withholding tax, unless such holder provides us with a properly executed (i) IRS Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an income tax treaty or (ii) IRS Form W-8ECI (or successor form) stating that interest paid on the exchange note is not subject to withholding tax because it is effectively connected with such holder's conduct of a trade or business in the United States.

If a non-U.S. Holder is engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a permanent establishment in the United States maintained by such holder), such holder, although exempt from the 30 percent withholding tax, generally will be subject to U.S. federal income tax on that interest on a net income basis in the same manner as if such holder were a “United States person” as defined under the Code. In addition, if a non-U.S. Holder is a non-U.S. corporation, it may be subject to a branch profits tax equal to 30 percent (or lower applicable treaty rate) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with the conduct by it of a trade or business in the United States. For this purpose, effectively connected interest on notes will be included in earnings and profits.

Dispositions. Any gain realized on the disposition of an exchange note by a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax unless (i) that gain is effectively connected with the non-U.S. Holder’s conduct of a trade or business in the United States (and, if required by an income tax treaty, is attributable to a U.S. permanent establishment maintained by such holder), (ii) such holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition and certain other conditions are met, or (iii) in the case of disposition proceeds representing accrued interest, the non-U.S. Holder cannot satisfy the requirements of the complete exemption from withholding tax described above (and the non-U.S. Holder’s U.S. federal income tax liability has not otherwise been fully satisfied through the U.S. federal withholding tax described above).

If a non-U.S. Holder’s gain is effectively connected with such holder’s U.S. trade or business (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment maintained by such holder), such holder generally will be required to pay U.S. federal income tax on the net gain derived from the sale in the same manner as if it were a “United States person” as defined under the Code. If such a non-U.S. Holder is a corporation, such holder may also, under certain circumstances, be subject to a branch profits tax at a 30 percent rate (or lower applicable treaty rate). If a non-U.S. Holder is subject to the 183-day rule described above, such holder generally will be subject to U.S. federal income tax at a flat rate of 30 percent (or a reduced rate under an applicable treaty) on the amount by which capital gains allocable to U.S. sources (including gains from the sale, exchange, retirement or other disposition of the exchange note) exceed capital losses allocable to U.S. sources, even though the non-U.S. Holder is not considered a resident alien under the Code.

U.S. Federal Estate Tax with respect to the Exchange Notes. If you are an individual and are not a U.S. citizen or a resident of the United States (as specially defined for U.S. federal estate tax purposes) at the time of your death, your exchange notes generally will not be subject to the U.S. federal estate tax, unless, at the time of your death:

- the holder directly or indirectly, actually or constructively, owns 10 percent or more of the total combined voting power of all classes of our stock entitled to vote within the meaning of section 871(h)(3) of the Code and the Treasury regulations thereunder; or
- the holder’s interest on the notes is effectively connected with such holder’s conduct of a U.S. trade or business.

Information Reporting and Backup Withholding

In general, information reporting requirements apply to interest paid to, and to the proceeds of a sale or other disposition of an exchange note (including a redemption) by, certain U.S. Holders. In addition, backup withholding applies to a non-corporate U.S. Holder unless such holder provides a correct taxpayer identification number and otherwise complies with applicable requirements of the backup withholding rules. Backup withholding generally does not apply to payments made to certain exempt U.S. persons. In general, a non-U.S. Holder will not be subject to backup withholding and information reporting with respect to interest payments that we make to such holder provided that we have received from such holder the certification described above under “— Non-U.S. Holders — Interest” and neither we nor our paying agent has actual knowledge or reason to know that you are a U.S. Holder. However, we or our paying agent may be required to report to the IRS and the non-U.S. Holder payments of interest on the notes and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which the non-U.S. Holder resides under the provisions of a treaty or agreement.

Payments of the proceeds of a sale or other disposition (including a redemption) of the notes made to or through a non-U.S. office of non-U.S. financial intermediaries that do not have certain enumerated connections with the United States generally will not be subject to information reporting or backup withholding. In addition, a non-U.S. Holder will not be subject to backup withholding or information reporting with respect to the proceeds of the sale or other disposition of a note within the United States or conducted through non-U.S. financial intermediaries with certain enumerated connections with the United States, if the payor receives the certification described above under “— Non-U.S. Holders — Interest” or such holder otherwise establishes an exemption, provided that the payor does not have actual knowledge or reason to know that the non-U.S. Holder is a United States person or the conditions of any other exemption are not, in fact, satisfied.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a holder’s U.S. federal income tax liability provided the required information is furnished by such holder to the IRS in a timely manner.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for unregistered notes where such unregistered notes were acquired as a result of market-making activities or other trading activities. We have agreed to use commercially reasonable best efforts to keep the registration statement, of which this prospectus forms a part, continuously effective, supplemented and amended to the extent necessary to ensure that it is available for resales of the notes acquired by broker-dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms in all material respects with the requirements of the registration rights agreement, the Securities Act and the policies, rules and regulations of the SEC as announced from time to time, for a period ending on the earlier of (i) 180 days from the date on which this registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers that may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

LEGAL MATTERS

Certain legal matters regarding the validity of the exchange notes will be passed upon for us by Mayer Brown LLP, Chicago, Illinois.

EXPERTS

The consolidated financial statements of Republic Services, Inc. included in Republic Services, Inc.’s Annual Report (Form 10-K) for the year ended December 31, 2009, and the effectiveness of Republic Services, Inc.’s internal control over financial reporting as of December 31, 2009 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-4 with the SEC under the Securities Act to register the securities offered by means of this prospectus. This prospectus, which is a part of the registration statement, does not contain all of the information identified in the registration statement. For further information about us and the securities offered by means of this prospectus, we refer you to the registration statement and the exhibits filed as a part of the registration statement. Statements contained in this prospectus as to the contents of any contract or other document filed as an exhibit to the registration statement are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, we refer you to the copy of the contract or document that has been filed.

We are subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934. In accordance with those requirements, we file annual, quarterly and special reports, proxy statements and other information with the SEC. You can read and copy any document we file at the SEC's public reference rooms at the following location:

100 F Street, N.E.
Washington, D.C., 20549

You can request copies of these documents upon payment of a duplicating fee by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms and the procedure for obtaining copies.

The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The documents that we file with the SEC, including the registration statement, are available to investors on this web site. You can log onto the SEC's web site at <http://www.sec.gov>. Our common stock is listed on the New York Stock Exchange (NYSE: RSG), and you can obtain information about us at the offices of the New York Stock Exchange, 20 Broad Street, New York, NY 10005. Certain information is also available on our website at <http://www.republicservices.com>.

INCORPORATION BY REFERENCE

We file annual, quarterly and special reports and other information with the SEC. See "Where You Can Find More Information." The following documents are incorporated into this prospectus by reference:

- Republic's Annual Report on Form 10-K for the year ended December 31, 2009;
- Republic's Quarterly Report on Form 10-Q for the three months ended March 31, 2010;
- Republic's Current Reports on Form 8-K, dated January 4, 2010, January 6, 2010, February 12, 2010, March 1, 2010 (relating to item 8.01 which is filed with the SEC), March 1, 2010 (relating to item 2.03 which is filed with the SEC) and March 4, 2010; and
- All documents filed by us under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus until the exchange offer is terminated (other than Current Reports on Form 8-K or portions thereof furnished under Item 2.02 or 7.01 of Form 8-K and portions of other documents which under applicable securities laws are deemed furnished and not filed with the SEC).

Any information incorporated by reference is considered part of this prospectus, and any information that we file with the SEC subsequent to the filing of the incorporated material or the date of this prospectus will automatically update and, if applicable, supercede the incorporated information and this prospectus.

You may obtain a copy of these filings, including exhibits (but not including exhibits that are specifically incorporated by reference), free of charge, by oral or written request directed to: Republic Services, Inc., 18500 North Allied Way, Phoenix, AZ 85054, Attention: Investor Relations, Phone: (480) 627-2700.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

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

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

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

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

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

Alabama Registrants:

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

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

Section 10-2B-8.42(d) of the Alabama Business Corporation Act provides that an officer of a corporation shall not be liable for any action taken as an officer or any failure to take any action if such officer performed the duties of

his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

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

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

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

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

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

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

Arizona Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

California Registrants:

(a) A D A J Corporation, Allied Waste of California, Inc., Atlas Transport, Inc., Bay Collection Services, Inc., Bay Environmental Management, Inc., Bay Landfills, Inc., Bay Leasing Company, Inc., Berkeley Sanitary Service, Inc., BLT Enterprises of Oxnard, Inc., Borrego Landfill, Inc., Browning-Ferris Industries

of California, Inc., Charter Evaporation Resource Recovery Systems, Crockett Sanitary Service, Inc., Delta Container Corporation, Delta Paper Stock, Co., Elder Creek Transfer & Recovery, Inc., Forward, Inc., Golden Bear Transfer Services, Inc., Imperial Landfill, Inc., Independent Trucking Company, International Disposal Corp. of California, Keller Canyon Landfill Company, La Canada Disposal Company, Inc., Lathrop Sunrise Sanitation Corporation, Otay Landfill, Inc., Palomar Transfer Station, Inc., Perdomo & Sons, Inc., Ramona Landfill, Inc., RI/Alameda Corp., Richmond Sanitary Service, Inc., San Marcos NCRRF, Inc., Solano Garbage Company, Sunrise Sanitation Service, Inc., Sunset Disposal Service, Inc., Sycamore Landfill, Inc., West Contra Costa Energy Recovery Company, West Contra Costa Sanitary Landfill, Inc., West County Landfill, Inc., West County Resource Recovery, Inc. and Zakaroff Services are incorporated under the laws of California.

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

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

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

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

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

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

The bylaws of each of A D A J Corporation, Atlas Transport, Inc., Bay Collection Services, Inc., Bay Environmental Management, Inc., Bay Landfills, Inc., Bay Leasing Company, Inc., Berkeley Sanitary Service, Inc., BLT Enterprises of Oxnard, Inc., Browning-Ferris Industries of California, Inc., Charter Evaporation Resource Recovery Systems, Crockett Sanitary Service, Inc., Elder Creek Transfer & Recovery, Inc., Forward, Inc., Golden Bear Transfer Services, Inc., Imperial Landfill, Inc., International Disposal Corp. of California, Keller Canyon Landfill Company, La Canada Disposal Company, Inc., Lathrop Sunrise Sanitation Corporation, Otay Landfill, Inc., Perdomo & Sons, Inc., RI/Alameda Corp., Richmond Sanitary Service, Inc., Solano Garbage Company, Sycamore Landfill, Inc., West Contra Costa Energy Recovery Company, West Contra Costa Sanitary Landfill, Inc., West County Landfill, Inc., West County Resource Recovery, Inc. and Zakaroff Services provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by

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

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

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

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

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

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

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

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

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

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

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

Colorado Registrants:

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

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

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

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

person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

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

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

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

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

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

Delaware Registrants:

(a) Allied Enviroengineering, Inc., Allied Green Power, Inc., Allied Nova Scotia, Inc., Allied Waste Alabama, Inc., Allied Waste Company, Inc., Allied Waste Holdings (Canada) Ltd., Allied Waste Industries, Inc., Allied Waste Landfill Holdings, Inc., Allied Waste North America, Inc., Allied Waste Rural Sanitation, Inc., Allied Waste Services of Colorado, Inc., Allied Waste Systems Holdings, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Services, Inc., American Disposal Transfer Services of Illinois, Inc., Attwoods of North America, Inc., AWIN Leasing Company, Inc., AWIN Management, Inc., BBCO, Inc., BFI Atlantic, Inc., BFI Energy Systems of Albany, Inc., BFI Energy Systems of Delaware County, Inc., BFI Energy Systems of Hempstead, Inc., BFI Energy Systems of Niagara II, Inc., BFI Energy Systems of Niagara, Inc., BFI Energy Systems of SEMASS, Inc., BFI Energy Systems of Southeastern Connecticut, Inc., BFI International, Inc., BFI REF-FUEL, Inc., BFI Trans River (GP), Inc., Bond County Landfill, Inc., Browning-Ferris Financial Services, Inc., Browning-Ferris Industries of Florida, Inc., Browning-Ferris Industries of Illinois, Inc., Browning-Ferris Industries of Ohio,

Inc., Browning-Ferris Services, Inc., CC Landfill, Inc., Cocopah Landfill, Inc., Compactor Rental Systems of Delaware, Inc., Copper Mountain Landfill, Inc., County Disposal (Ohio), Inc., County Disposal, Inc., County Landfill, Inc., East Chicago Compost Facility, Inc., ECDC Environmental of Humboldt County, Inc., ECDC Holdings, Inc., Environmental Development Corp., Envirotech, Inc., Evergreen Scavenger Service, Inc., General Refuse Rolloff Corp., Georgia Recycling Services, Inc., Great Lakes Disposal Service, Inc., Liberty Waste Holdings, Inc., Lucas County Land Development, Inc., Mountain Home Disposal, Inc., NationsWaste, Inc., NCorp., Inc., Ohio Republic Contracts, II, Inc., Ottawa County Landfill, Inc., Republic Services Financial LP, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc., Republic Waste Services of Texas LP, Inc., Risk Services, Inc., Sangamon Valley Landfill, Inc., Standard Waste, Inc., Taylor Ridge Landfill, Inc., Tennessee Union County Landfill, Inc. and Wayne County Landfill II, Inc. are incorporated under the laws of Delaware.

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

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

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

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

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

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

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

The certificate of incorporation of each of Allied Nova Scotia, Inc., Allied Waste Holdings (Canada) Ltd. and American Disposal Services, Inc. provides that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer or other agent of any other entity against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person. Expenses incurred by a director or officer of the corporation shall be paid in advance to the fullest extent permitted by law upon an undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

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

any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer.

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

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

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

The bylaws of each of Allied Enviroengineering, Inc., Allied Green Power, Inc., Allied Waste Company, Inc., Allied Waste Holdings (Canada) Ltd., Allied Waste Industries, Inc., Allied Waste Landfill Holdings, Inc., Allied Waste Rural Sanitation, Inc., Allied Waste Services of Colorado, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services, Inc., American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Transfer Services of Illinois, Inc., Attwoods of North America, Inc., BBCO, Inc., BFI Atlantic, Inc., AWIN Leasing Company, Inc., AWIN Management, Inc., BFI Energy Systems of Albany, Inc., BFI Energy Systems of Delaware County, Inc., BFI Energy Systems of Hempstead, Inc., BFI Energy Systems of Niagara II, Inc., BFI Energy Systems of Niagara, Inc., BFI Energy Systems of SEMASS, Inc., BFI Energy Systems of Southeastern Connecticut, Inc., BFI International, Inc., BFI REF-FUEL, Inc., BFI Trans River (GP), Inc., Bond County Landfill, Inc., Browning-Ferris Financial Services, Inc., Browning-Ferris Industries of Florida, Inc., Browning-Ferris Industries of Illinois, Inc., Browning-Ferris Industries of Ohio, Inc., Browning-Ferris Services, Inc., CC Landfill, Inc., Cocopah Landfill, Inc., Compactor Rental Systems of Delaware, Inc., Copper Mountain Landfill, Inc., County Disposal, Inc., County Disposal (Ohio), Inc., County Landfill, Inc., East Chicago Compost Facility, Inc., ECDC Environmental of Humboldt County, Inc., ECDC Holdings, Inc., Environmental Development Corp., Environtech, Inc., Evergreen Scavenger Service, Inc., General Refuse Rolloff Corp., Georgia Recycling Services, Inc., Great Lakes Disposal Service, Inc., Liberty Waste Holdings, Inc., Lucas County Land Development, Inc., Mountain Home Disposal, Inc., NCorp, Inc., Ohio Republic Contracts, II, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc., Republic Waste Services of Texas LP, Inc., Risk Services, Inc., Sangamon Valley Landfill, Inc., Standard Waste, Inc., Taylor Ridge Landfill, Inc., Tennessee Union County Landfill, Inc. and Wayne County Landfill IL, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests

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

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

The bylaws of Allied Nova Scotia, Inc. provide that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer or other agent of any other entity against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person. Expenses incurred by a director or officer of the corporation shall be paid in advance to the fullest extent permitted by law upon an undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

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

if it shall ultimately be determined that such director or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

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

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

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

The bylaws of Republic Services Financial LP, Inc. provide that each person who is or was a director or officer of the corporation and each person who serves or served at the request of the corporation as a director or officer (or equivalent) of another entity or other enterprise shall be indemnified by the corporation to the fullest extent authorized by the Delaware General Corporation Law, except as to any action, suit or proceeding brought by or on behalf of the director or officer of the corporation without prior approval of the board of directors. Each person who is or was an employee or agent of the corporation, and each person who serves or has served at the request of the corporation as an employee or agent of another entity or other enterprise, may be similarly indemnified at the discretion of the board of directors. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in the bylaws of the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

(b) Allied Gas Recovery Systems, L.L.C., Allied Services LLC, Allied Waste Environmental Management Group, LLC, Allied Waste of New Jersey-New York, LLC, Allied Waste Recycling Services of New Hampshire, LLC, Allied Waste Services of North America, LLC, Allied Waste Sycamore Landfill, LLC, Allied Waste Systems of Indiana, LLC, Allied Waste Transfer Services of Arizona, LLC, Allied Waste Transfer Services of Rhode Island, LLC, Anson County Landfill NC, LLC, Ariana, LLC, BFGSI, L.L.C., BFI Transfer Systems of Alabama, LLC, BFI Transfer Systems of DC, LLC, BFI Transfer Systems of Georgia, LLC, BFI Transfer Systems of Maryland, LLC, BFI Transfer Systems of Mississippi, LLC, BFI Transfer Systems of Virginia, LLC, BFI Waste Services of Tennessee, LLC, BFI Waste Services, LLC, BFI Waste Systems of Alabama, LLC, BFI Waste Systems of Arkansas, LLC, BFI Waste Systems of Georgia, LLC, BFI Waste Systems of Kentucky, LLC, BFI Waste Systems of Louisiana, LLC, BFI Waste Systems of Mississippi, LLC, BFI Waste Systems of Missouri, LLC, BFI Waste Systems of North America, LLC, BFI Waste Systems of North Carolina, LLC, BFI Waste Systems of South Carolina, LLC, BFI Waste Systems of Tennessee, LLC, BFI Waste Systems of Virginia, LLC, Bridgeton Landfill, LLC, Bridgeton Transfer Station, LLC, Browning-Ferris Industries, LLC, Brunswick Waste Management Facility, LLC, Butler County Landfill, LLC, Chilton Landfill, LLC, Consolidated Disposal Service, L.L.C., Continental Waste Industries, L.L.C., Courtney Ridge Landfill, LLC, D & L Disposal, L.L.C., E Leasing Company, LLC, Ellis Scott Landfill MO, LLC, Envotech-Illinois, L.L.C., Evergreen Scavenger Service, L.L.C., Forest View Landfill, LLC, Great Plains Landfill OK, LLC, H Leasing Company, LLC, Jefferson City Landfill, LLC, Kandel Enterprises, LLC, Lee County Landfill SC, LLC, Lemons Landfill, LLC, Liberty Waste Services Limited, L.L.C., Liberty Waste Services of McCook, L.L.C., Little Creek Landing, LLC, Local Sanitation of Rowan County, L.L.C., N Leasing

Company, LLC, New York Waste Services, LLC, Northeast Landfill, LLC, Packerton Land Company, L.L.C., Pinecrest Landfill OK, LLC, Polk County Landfill, LLC, Republic Services Group, LLC, Republic Services of California II, LLC, Republic Services of Georgia GP, LLC, Republic Services of Georgia LP, LLC, Republic Services of Indiana Transportation, LLC, Republic Services of New Jersey, LLC, Republic Services of Pennsylvania, LLC, Republic Services of South Carolina, LLC, Republic Services of Southern California, LLC, Republic Services of Wisconsin GP, LLC, Republic Services of Wisconsin LP, LLC, Republic Services Vasco Road, LLC, Republic Waste Services of Southern California, LLC, RITM, LLC, Rubbish Control, LLC, S Leasing Company, LLC, Sand Valley Holdings, L.L.C., Show-Me Landfill, LLC, Southeast Landfill, LLC, Webster Parish Landfill, L.L.C. and Willow Ridge Landfill, LLC are organized as limited liability companies under the laws of Delaware.

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

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

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

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

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

The operating agreement of each of Allied Gas Recovery Systems, L.L.C., Allied Waste Environmental Management Group, LLC, Allied Waste of New Jersey-New York, LLC, Allied Waste Recycling Services of New Hampshire, LLC, Allied Waste Services of North America, LLC, Allied Waste Systems of Indiana, LLC, Allied

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

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

The operating agreement of each of E Leasing Company, LLC, H Leasing Company, LLC, N Leasing Company, LLC and S Leasing Company, LLC provides that the company shall indemnify, save harmless and pay all damages of the manager, the special purpose manager and any member or any stockholders, directors, members, officers, employees or agents of any of them relating to any damages incurred by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including reasonable attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred; provided that no member or manager shall be indemnified for any liability from fraud, willful misconduct or gross negligence. Such person shall provide an undertaking to repay the indemnification payment made by the company to such person if such person is found by a final nonappealable judgment not to be entitled to indemnification.

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

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

(c) Abilene Landfill TX, LP, BFI Energy Systems of Southeastern Connecticut, Limited Partnership, BFI Transfer Systems of Texas, LP, BFI Waste Services of Indiana, LP, BFI Waste Services of Texas, LP, BFI Waste Systems of Indiana, LP, Blue Ridge Landfill TX, LP, Brenham Total Roll-Offs, LP, Camelot Landfill TX, LP, Cefe Landfill TX, LP, Crow Landfill TX, L.P., Ellis County Landfill TX, LP, Forth Worth Landfill TX, LP, Galveston County Landfill TX, LP, Giles Road Landfill TX, LP, Golden Triangle Landfill TX, LP, Greenwood Landfill TX, LP, Gulf West Landfill TX, LP, Itasca Landfill TX, LP, Kerrville Landfill TX, LP, Lewisville Landfill TX, LP, Mars Road TX, LP, McCarty Road Landfill TX, LP, Mesquite Landfill TX, LP, Mexia Landfill TX, LP, Panama Road Landfill, TX, L.P., Pine Hill Farms Landfill TX, LP, Pleasant Oaks Landfill TX, LP, Republic Services Financial, Limited Partnership, Republic Services of Florida, Limited Partnership, Republic Services of Georgia, Limited Partnership, Republic Services of Indiana, Limited

Partnership, Republic Services of Wisconsin, Limited Partnership, Rio Grande Valley Landfill TX, LP, Royal Oaks Landfill TX, LP, RWS Transport, L.P., Southwest Landfill TX, LP, Tessman Road Landfill TX, LP, Turkey Creek Landfill TX, LP, Victoria Landfill TX, LP and Whispering Pines Landfill TX, LP are organized as limited partnerships under the laws of Delaware.

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

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

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

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

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

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

Florida Registrants:

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

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

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

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

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

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

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

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

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

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

Georgia Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Illinois Registrants:

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

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

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

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

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

The bylaws of each of ADS of Illinois, Inc., Arc Disposal Company, Inc., Area Disposal, Inc., Borrow Pit Corp., Brickyard Disposal & Recycling, Inc., CWI of Illinois, Inc., Environmental Reclamation Company, Fred Barbara Trucking Co., Inc., Illinois Recycling Services, Inc., Illinois Valley Recycling, Inc., Ingrum Waste Disposal, Inc., Kankakee Quarry, Inc., LandComp Corporation, Loop Recycling, Inc., Loop Transfer, Incorporated, Northlake Transfer, Inc., Roxana Landfill, Inc., Saline County Landfill, Inc., Shred — All Recycling Systems Inc., Southern Illinois Regional Landfill, Inc., Suburban Transfer, Inc., Suburban Warehouse, Inc., Tri-State Recycling Services, Inc. and Upper Rock Island County Landfill, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was

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

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

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

belief that such person has met the standards of conduct specified in the bylaws of the corporation; and (ii) such person furnishes the corporation a written undertaking to repay the advance if it is ultimately determined that such person did not meet the specified standards of conduct; and (iii) the board of directors makes a determination that the facts then known would not preclude indemnification of such person.

The bylaws of each of RCS, Inc. and Streater Area Landfill, Inc. provide that the corporation shall have the power to indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Any determination to indemnify such person shall be made: (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another entity or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

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

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

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

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

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

Indiana Registrants:

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

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

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

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

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

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

brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

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

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

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

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

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

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

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

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

Iowa Registrants:

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

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

Section 490.831(1) provides that a director shall not be liable to the corporation or its shareholders for any decision as a director to take or not to take action or any failure to take any action unless the challenged conduct was the result of (i) action not in good faith, (ii) a decision that the director did not reasonably believe to be in the best interests of the corporation or (iii) a decision as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances. Section 490.842(3) provides that an officer shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action if the duties of the officer are performed (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

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

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

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

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

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

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

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

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

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

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

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

Kentucky Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

Maryland Registrants:

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

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

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

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

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

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

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

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

Massachusetts Registrants:

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

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

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

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

The bylaws of each of Allied Acquisition Two, Inc., Atlantic Waste Holding Company, Inc., Browning-Ferris Industries, Inc. and F. P. McNamara Rubbish Removal, Inc. also provide that any indemnification (unless ordered by

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

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

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

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

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

Michigan Registrants:

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

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

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

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

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

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

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

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

The bylaws of each of Adrian Landfill, Inc., Central Sanitary Landfill, Inc., Citizens Disposal, Inc., City-Star Services, Inc., Clarkston Disposal, Inc., Dinverno, Inc., Eagle Industries Leasing, Inc., FLL, Inc., Harland's

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

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

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

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

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

(b) Allied Waste Systems of Michigan, LLC, C & C Expanded Sanitary Landfill, LLC, Republic Services of Michigan Hauling, LLC, Republic Services of Michigan I, LLC, Republic Services of Michigan II, LLC, Republic Services of Michigan III, LLC, Republic Services of Michigan IV, LLC and Republic Services of Michigan V, LLC are organized as limited liability companies under the laws of Michigan.

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

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

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

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

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

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

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

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

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

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

Mississippi Registrants:

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

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

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

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

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

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

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

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

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

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

Missouri Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sections 21-2095(4) and 21-2099(4) of the Nebraska Business Corporation Act provide that a director or officer of a corporation shall not be liable for any action taken as a director or officer or any failure to take any action if he or she performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

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

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

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

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

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

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

New Jersey Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York Registrants:

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

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

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

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

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

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

The bylaws of Tricil (N.Y.), Inc. provide that the corporation shall indemnify any person made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer

of the corporation, or of any other corporation which such person served as such at the request of the corporation, against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, to the fullest extent and in the manner set forth in and permitted by the New York Business Corporations Law. The board of directors, in its discretion, shall have the power to purchase and maintain insurance in accordance with the New York Business Corporations Law.

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

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

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

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

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

North Carolina Registrants:

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

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

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

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

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

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

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

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

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

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

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

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

Ohio Registrants:

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

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

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

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

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

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

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

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

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

(b) Allied Waste Transfer Services of Lima, LLC, AWIN Leasing II, LLC, Carbon Limestone Landfill, LLC, County Environmental Landfill, LLC, County Land Development Landfill, LLC, General Refuse

Service of Ohio, L.L.C., Lorain County Landfill, LLC, Lucas County Landfill, LLC, Republic Ohio Contracts, LLC, Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio II, LLC, Republic Services of Ohio III, LLC and Republic Services of Ohio IV, LLC are organized as limited liability companies under the laws of Ohio.

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

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

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

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

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

Oklahoma Registrants:

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

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

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

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

The bylaws of each of the Oklahoma corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not

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

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

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

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

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

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

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

Oregon Registrants:

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

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

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

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

The articles of incorporation of each of Agri-Tech, Inc. of Oregon, Albany — Lebanon Sanitation, Inc., Bio-Med of Oregon, Inc., Capitol Recycling and Disposal, Inc., Corvallis Disposal Co., Dallas Disposal Co., Grants Pass Sanitation, Inc., Keller Drop Box, Inc., Peltier Real Estate Company, Portable Storage Co., Source Recycling, Inc., United Disposal Service, Inc., Valley Landfills, Inc., Waste Control Systems, Inc., WDTR, Inc. and Willamette Resources, Inc. provide that, to the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for (i) any act or omission occurring before the date this provision became effective, (ii) any breach of a director's duty of loyalty to the corporation or its shareholders, (iii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iv) any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute or (v) any transaction from which the director derived an improper personal benefit.

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

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

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

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

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

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

Pennsylvania Registrants:

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

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

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

The bylaws of each of McCusker Recycling, Inc. and New Morgan Landfill Company, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened,

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

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

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

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

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

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

South Carolina Registrants:

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

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

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

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

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

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

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

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

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

Tennessee Registrants:

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

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

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

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

The bylaws of each of Barker Brothers Waste, Incorporated, Browning-Ferris Industries of Tennessee, Inc. and Northwest Tennessee Disposal Corporation also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors

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

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

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

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

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

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

Texas Registrants:

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

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

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

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

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

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

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

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

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

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

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

The agreement of limited partnership of each of Desarrollo del Rancho La Gloria TX, LP, Frontier Waste Services, L.P. and South Central Texas Land Co. TX, LP provides that the partnership shall defend, indemnify and save harmless the partners and their officers and directors from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The agreement of limited partnership of El Centro Landfill, L.P. provides that the partnership shall indemnify the general partner and its officers, directors, shareholders, controlling persons, employees, agents, affiliates, or assigns thereof, against and save them harmless from any claim, demand, judgment, or liability, and against and

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

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

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

Utah Registrants:

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

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

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

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

indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

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

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

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

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

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

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

Virginia Registrants:

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

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

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

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

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

The bylaws of 623 Landfill, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct.

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

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

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

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

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

Washington Registrants:

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

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

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

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

The articles of incorporation of WJR Environmental, Inc. provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except for (i) acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director, (ii) conduct violating 23B.08.310 of the Washington Business Corporation Act relating to certain distributions by

the corporation or (iii) any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

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

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

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

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

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

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

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

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

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

Item 21. Exhibits and Financial Statement Schedules

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

Item 22. Undertakings

Each of the undersigned co-registrants hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be

deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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

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

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

<u>Signature</u>	<u>Title</u>
<hr/> <i>/s/ Nolan Lehmann</i> Nolan Lehmann	Director
<hr/> <i>/s/ W. Lee Nutter</i> W. Lee Nutter	Director
<hr/> <i>/s/ Ramon A. Rodriguez</i> Ramon A. Rodriguez	Director
<hr/> <i>/s/ Allan C. Sorensen</i> Allan C. Sorensen	Director
<hr/> <i>/s/ John M. Trani</i> John M. Trani	Director
<hr/> <i>/s/ Michael W. Wickham</i> Michael W. Wickham	Director

Signature

Title

/s/ James E. O'Connor

James E. O'Connor

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

/s/ Tod C. Holmes

Tod C. Holmes

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

Signature

Title

/s/ Donald W. Slager
Donald W. Slager

President and Director of Browning-Ferris Industries of Tennessee, Inc.

/s/ Edward A. Lang, III
Edward A. Lang, III

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

<u>Signature</u>	<u>Title</u>
<hr/> <i>/s/ William J. Flynn</i> William J. Flynn	Director of Republic Services, Inc.
<hr/> <i>/s/ David I. Foley</i> David I. Foley	Director of Republic Services, Inc.
<hr/> <i>/s/ Michael Larson</i> Michael Larson	Director of Republic Services, Inc.
<hr/> <i>/s/ Nolan Lehmann</i> Nolan Lehmann	Director of Republic Services, Inc.
<hr/> <i>/s/ W. Lee Nutter</i> W. Lee Nutter	Director of Republic Services, Inc.
<hr/> <i>/s/ Ramon A. Rodriguez</i> Ramon A. Rodriguez	Director of Republic Services, Inc.
<hr/> <i>/s/ Allan C. Sorensen</i> Allan C. Sorensen	Director of Republic Services, Inc.
<hr/> <i>/s/ John M. Trani</i> John M. Trani	Director of Republic Services, Inc.
<hr/> <i>/s/ Michael W. Wickham</i> Michael W. Wickham	Director of Republic Services, Inc.
<hr/> <i>/s/ Donald W. Slager</i> Donald W. Slager	President and Director of Zakaroff Services
<hr/> <i>/s/ Edward A. Lang, III</i> Edward A. Lang, III	Treasurer and Director of Zakaroff Services

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

On behalf of each Subsidiary Guarantor listed on Schedule Y hereto

By: Republic Services, Inc., as General Partner

By: /s/ James E. O'Connor

James E. O'Connor
Chairman of the Board and Chief Executive Officer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ James E. O'Connor</u> James E. O'Connor	Chairman of the Board and Chief Executive Officer of Republic Services, Inc.
<u>/s/ Tod C. Holmes</u> Tod C. Holmes	Executive Vice President and Chief Financial Officer of Republic Services, Inc.
<u>/s/ Charles F. Serianni</u> Charles F. Serianni	Senior Vice President and Chief Accounting Officer of Republic Services, Inc.
<u>/s/ John W. Croghan</u> John W. Croghan	Director of Republic Services, Inc.
<u>/s/ James W. Crownover</u> James W. Crownover	Director of Republic Services, Inc.
<u>/s/ William J. Flynn</u> William J. Flynn	Director of Republic Services, Inc.
<u>/s/ David I. Foley</u> David I. Foley	Director of Republic Services, Inc.
<u>/s/ Michael Larson</u> Michael Larson	Director of Republic Services, Inc.

<u>Signature</u>	<u>Title</u>
<hr/> <i>/s/ Nolan Lehmann</i> Nolan Lehmann	Director of Republic Services, Inc.
<hr/> <i>/s/ W. Lee Nutter</i> W. Lee Nutter	Director of Republic Services, Inc.
<hr/> <i>/s/ Ramon A. Rodriguez</i> Ramon A. Rodriguez	Director of Republic Services, Inc.
<hr/> <i>/s/ Allan C. Sorensen</i> Allan C. Sorensen	Director of Republic Services, Inc.
<hr/> <i>/s/ John M. Trani</i> John M. Trani	Director of Republic Services, Inc.
<hr/> <i>/s/ Michael W. Wickham</i> Michael W. Wickham	Director of Republic Services, Inc.

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

On behalf of each Subsidiary Guarantor listed on Schedule Z hereto

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

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President of Republic Services of Wisconsin GP, LLC
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer of Republic Services of Wisconsin GP, LLC
Republic Services, Inc.	Managing Member of Republic Services of Wisconsin GP, LLC

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule AA hereto

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

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

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

<u>Signature</u>	<u>Title</u>
_____ /s/ Donald W. Slager Donald W. Slager	President (principal executive officer)
_____ /s/ Edward A. Lang, III Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)
Republic Services of Indiana, Limited Partnership	Managing Member

By: Republic Services, Inc., as General Partner

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule BB hereto

By: /s/ EDWARD A. LANG, III
Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

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

Allied Waste North America, Inc.

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule CC hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

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

Allied Waste Landfill Holdings, Inc.

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule DD hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Browning-Ferris Industries, LLC

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule EE hereto

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

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Ronald Krall</u> Ronald Krall	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Browning-Ferris Industries, LLC

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

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

On behalf of each Subsidiary Guarantor listed on Schedule XX hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

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

Liberty Waste Services Limited, L.L.C.

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule ZZ hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

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

Allied Waste Services of North America, LLC

By: <u>/s/ Edward A. Lang, III</u> Name: Edward A. Lang, III Title: Vice President — Finance and Treasurer	Managing Member
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Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule AAA hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on
Schedule AAA hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Donald W. Slager</u> Donald W. Slager	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)
American Disposal Services of Illinois, Inc.	
By: <u>/s/ Edward A. Lang, III</u> Name: Edward A. Lang, III Title: Vice President — Finance and Treasurer	Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule BBB hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Liberty Waste Services Limited, L.L.C.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule CCC hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)
Allied Waste Systems, Inc.	
By: <u>/s/ Edward A. Lang, III</u> Name: Edward A. Lang, III Title: Vice President — Finance and Treasurer	Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule DDD hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

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

Republic Services of Ohio Hauling, LLC

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule EEE hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

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

Republic Services, Inc.

By: /s/ James E. O'Connor

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule FFF hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Jeff D. Andrews</u> Jeff D. Andrews	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services Holding Company, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule GGG hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Jeff D. Andrews</u> Jeff D. Andrews	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services of California Holding Company, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule HHH hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Christopher Synek</u> Christopher Synek	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule III hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule JJJ hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services of Michigan Holding Company, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule KKK hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Ronald Krall</u> Ronald Krall	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Continental Waste Industries, L.L.C.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule LLL hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

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

Republic Services Holding Company, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule MMM hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Ronald Krall</u> Ronald Krall	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)

Republic Services Holding Company, Inc.

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

Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule NNN hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Donald W. Slager</u> Donald W. Slager	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)
Browning-Ferris Industries of Tennessee, Inc.	
By: <u>/s/ Edward A. Lang, III</u> Name: Edward A. Lang, III Title: Vice President — Finance and Treasurer	Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule OOO hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

Signature

Title

/s/ Donald W. Slager
Donald W. Slager

President
(principal executive officer)

/s/ Edward A. Lang, III
Edward A. Lang, III

Treasurer
(principal financial officer and
principal accounting officer)

Republic Waste, Limited Partnership

By: Republic Waste Services of Texas GP, Inc., as General Partner

Managing Member

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule PPP hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

Signature

Title

/s/ Christopher Synek
Christopher Synek

President
(principal executive officer)

/s/ Edward A. Lang, III
Edward A. Lang, III

Vice President — Finance and Treasurer
(principal financial officer and principal accounting officer)

Brenham Total Roll-Offs, LP

By: Allied Waste Landfill Holdings, Inc., as General Partner

Managing Member

By: /s/ Edward A. Lang, III

Name: Edward A. Lang, III

Title: Vice President — Finance and Treasurer

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

On behalf of each Subsidiary Guarantor listed on
Schedule QQQ hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<u>/s/ Donald W. Slager</u> Donald W. Slager	President (principal executive officer)
<u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)
Central Virginia Properties, LLC	
By: <u>/s/ Edward A. Lang, III</u> Name: Edward A. Lang, III Title: Treasurer	Managing Member

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

On behalf of each Subsidiary Guarantor listed on
Schedule RRR hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Vice President — Finance and Treasurer

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

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

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

BFI Waste Systems of North America, LLC

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

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

On behalf of each Subsidiary Guarantor listed on
Schedule SSS hereto

By: /s/ Edward A. Lang, III

Edward A. Lang, III
Treasurer

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

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

<u>Signature</u>	<u>Title</u>
<hr/> <u>/s/ Kevin Walbridge</u> Kevin Walbridge	President (principal executive officer)
<hr/> <u>/s/ Edward A. Lang, III</u> Edward A. Lang, III	Treasurer (principal financial officer and principal accounting officer)
	Managing Member

Republic Services of Indiana, Limited Partnership

By: Republic Services, Inc., as General Partner

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

SCHEDULE A
SUBSIDIARY GUARANTORS

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

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

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

SCHEDULE B
SUBSIDIARY GUARANTORS

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

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

SCHEDULE C
SUBSIDIARY GUARANTORS

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

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

SCHEDULE D
SUBSIDIARY GUARANTORS

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

SCHEDULE E
SUBSIDIARY GUARANTORS

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

**SCHEDULE F
SUBSIDIARY GUARANTORS**

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

**SCHEDULE G
SUBSIDIARY GUARANTORS**

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

**SCHEDULE H
SUBSIDIARY GUARANTORS**

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

**SCHEDULE I
SUBSIDIARY GUARANTORS**

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

**SCHEDULE J
SUBSIDIARY GUARANTORS**

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

**SCHEDULE K
SUBSIDIARY GUARANTORS**

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

**SCHEDULE L
SUBSIDIARY GUARANTORS**

Republic Services Financial LP, Inc.

**SCHEDULE M
SUBSIDIARY GUARANTORS**

Dinverno, Inc.

**SCHEDULE N
SUBSIDIARY GUARANTORS**

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

**SCHEDULE O
SUBSIDIARY GUARANTORS**

Abilene Landfill TX, LP
BFI Transfer Systems of Texas, LP

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

**SCHEDULE P
SUBSIDIARY GUARANTORS**

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

**SCHEDULE Q
SUBSIDIARY GUARANTORS**

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

**SCHEDULE R
SUBSIDIARY GUARANTORS**

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

**SCHEDULE S
SUBSIDIARY GUARANTORS**

BFI Energy Systems of Southeastern Connecticut, Limited Partnership

**SCHEDULE T
SUBSIDIARY GUARANTORS**

Oceanside Waste & Recycling Services

**SCHEDULE U
SUBSIDIARY GUARANTORS**

Rabanco Companies

**SCHEDULE V
SUBSIDIARY GUARANTORS**

Republic Services Financial, Limited Partnership

**SCHEDULE W
SUBSIDIARY GUARANTORS**

Republic Services of Florida, Limited Partnership

**SCHEDULE X
SUBSIDIARY GUARANTORS**

Republic Services of Georgia, Limited Partnership

**SCHEDULE Y
SUBSIDIARY GUARANTORS**

Republic Services of Indiana, Limited Partnership

**SCHEDULE Z
SUBSIDIARY GUARANTORS**

Republic Services of Wisconsin, Limited Partnership

**SCHEDULE AA
SUBSIDIARY GUARANTORS**

Agricultural Acquisitions, LLC

**SCHEDULE BB
SUBSIDIARY GUARANTORS**

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

**SCHEDULE CC
SUBSIDIARY GUARANTORS**

Allied Services, LLC

**SCHEDULE DD
SUBSIDIARY GUARANTORS**

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

SCHEDULE EE
SUBSIDIARY GUARANTORS

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

SCHEDULE FF
SUBSIDIARY GUARANTORS

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

SCHEDULE GG
SUBSIDIARY GUARANTORS

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

SCHEDULE HH
SUBSIDIARY GUARANTORS

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

**SCHEDULE II
SUBSIDIARY GUARANTORS**

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

**SCHEDULE JJ
SUBSIDIARY GUARANTORS**

Allied Waste Transfer Services of Florida, LLC

**SCHEDULE KK
SUBSIDIARY GUARANTORS**

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

**SCHEDULE LL
SUBSIDIARY GUARANTORS**

Ariana, LLC

**SCHEDULE MM
SUBSIDIARY GUARANTORS**

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

**SCHEDULE NN
SUBSIDIARY GUARANTORS**

BFGSI, L.L.C.

**SCHEDULE OO
SUBSIDIARY GUARANTORS**

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

**SCHEDULE PP
SUBSIDIARY GUARANTORS**

Bridgeton Transfer Station, LLC

**SCHEDULE QQ
SUBSIDIARY GUARANTORS**

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

**SCHEDULE RR
SUBSIDIARY GUARANTORS**

Central Virginia Properties, LLC

**SCHEDULE SS
SUBSIDIARY GUARANTORS**

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

**SCHEDULE TT
SUBSIDIARY GUARANTORS**

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

**SCHEDULE UU
SUBSIDIARY GUARANTORS**

County Environmental Landfill, LLC

**SCHEDULE VV
SUBSIDIARY GUARANTORS**

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

**SCHEDULE WW
SUBSIDIARY GUARANTORS**

ECDC Environmental, L.C.

**SCHEDULE XX
SUBSIDIARY GUARANTORS**

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

**SCHEDULE YY
SUBSIDIARY GUARANTORS**

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

**SCHEDULE ZZ
SUBSIDIARY GUARANTORS**

Kandel Enterprises, LLC

**SCHEDULE AAA
SUBSIDIARY GUARANTORS**

Liberty Waste Services Limited, L.L.C.

**SCHEDULE BBB
SUBSIDIARY GUARANTORS**

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

**SCHEDULE CCC
SUBSIDIARY GUARANTORS**

Oklahoma City Landfill, L.L.C.

**SCHEDULE DDD
SUBSIDIARY GUARANTORS**

Republic Ohio Contracts, LLC

**SCHEDULE EEE
SUBSIDIARY GUARANTORS**

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

**SCHEDULE FFF
SUBSIDIARY GUARANTORS**

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

**SCHEDULE GGG
SUBSIDIARY GUARANTORS**

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

**SCHEDULE HHH
SUBSIDIARY GUARANTORS**

Republic Services of Georgia GP, LLC

**SCHEDULE III
SUBSIDIARY GUARANTORS**

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

**SCHEDULE JJJ
SUBSIDIARY GUARANTORS**

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

**SCHEDULE KKK
SUBSIDIARY GUARANTORS**

Republic Services of New Jersey, LLC

**SCHEDULE LLL
SUBSIDIARY GUARANTORS**

Republic Services of Ohio Hauling, LLC

**SCHEDULE MMM
SUBSIDIARY GUARANTORS**

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

**SCHEDULE NNN
SUBSIDIARY GUARANTORS**

BFI Waste Services of Tennessee, LLC

**SCHEDULE OOO
SUBSIDIARY GUARANTORS**

RITM, LLC

**SCHEDULE PPP
SUBSIDIARY GUARANTORS**

Total Roll-Offs, L.L.C.

**SCHEDULE QQQ
SUBSIDIARY GUARANTORS**

Wayne Developers, LLC

**SCHEDULE RRR
SUBSIDIARY GUARANTORS**

Webster Parish Landfill, L.L.C.

**SCHEDULE SSS
SUBSIDIARY GUARANTORS**

Republic Services of Indiana Transportation, LLC

INDEX TO EXHIBITS

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

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<u>Exhibit Number</u>	<u>Description</u>
3.34	Certificate of Formation of Allied Gas Recovery Systems, L.L.C., as amended.
3.35	Operating Agreement of Allied Gas Recovery Systems, L.L.C.
3.36	Certificate of Incorporation of Allied Green Power, Inc.
3.37	Bylaws of Allied Green Power, Inc.
3.38	Certificate of Incorporation of Allied Nova Scotia, Inc., as amended.
3.39	Bylaws of Allied Nova Scotia, Inc.
3.40	Certificate of Formation of Allied Services, LLC, as amended.
3.41	Amended and Restated Operating Agreement of Allied Services, LLC.
3.42	Certificate of Formation of Allied Transfer Systems of New Jersey, LLC.
3.43	Operating Agreement of Allied Transfer Systems of New Jersey, LLC.
3.44	Certificate of Incorporation of Allied Waste Alabama, Inc.
3.45	Bylaws of Allied Waste Alabama, Inc.
3.46	Certificate of Incorporation of Allied Waste Company, Inc. (f/k/a Allied Waste Systems, Inc.), as amended.
3.47	Bylaws of Allied Waste Company, Inc. (f/k/a Allied Waste Systems, Inc.).
3.48	Certificate of Formation of Allied Waste Environmental Management Group, LLC.
3.49	Operating Agreement of Allied Waste Environmental Management Group, LLC.
3.50	Articles of Incorporation of Allied Waste Hauling of Georgia, Inc.
3.51	Bylaws of Allied Waste Hauling of Georgia, Inc.
3.52	Certificate of Incorporation of Allied Waste Holdings (Canada) Ltd.
3.53	Amended and Restated Bylaws of Allied Waste Holdings (Canada) Ltd.
3.54	Articles of Incorporation of Allied Waste Industries (Arizona), Inc.
3.55	Bylaws of Allied Waste Industries (Arizona), Inc.
3.56	Articles of Incorporation of Allied Waste Industries (New Mexico), Inc.
3.57	Bylaws of Allied Waste Industries (New Mexico), Inc.
3.58	Articles of Incorporation of Allied Waste Industries (Southwest), Inc.
3.59	Bylaws of Allied Waste Industries (Southwest), Inc.
3.60	Articles of Incorporation of Allied Waste Industries of Georgia, Inc.
3.61	Bylaws of Allied Waste Industries of Georgia, Inc.
3.62	Articles of Incorporation of Allied Waste Industries of Illinois, Inc.
3.63	Bylaws of Allied Waste Industries of Illinois, Inc.
3.64	Articles of Incorporation of Allied Waste Industries of Northwest Indiana, Inc.
3.65	Bylaws of Allied Waste Industries of Northwest Indiana, Inc.
3.66	Charter of Allied Waste Industries of Tennessee, Inc.
3.67	Bylaws of Allied Waste Industries of Tennessee, Inc.
3.68	Amended and Restated Certificate of Incorporation of Allied Waste Industries, Inc.
3.69	Amended and Restated Bylaws of Allied Waste Industries, Inc.
3.70	Certificate of Incorporation of Allied Waste Landfill Holdings, Inc.
3.71	Bylaws of Allied Waste Landfill Holdings, Inc.
3.72	Articles of Organization of Allied Waste Niagara Falls Landfill, LLC.
3.73	Operating Agreement of Allied Waste Niagara Falls Landfill, LLC.
3.74	Certificate of Incorporation of Allied Waste North America, Inc. (f/k/a Allied Holdings (United States), Inc.), as amended.
3.75	Bylaws of Allied Waste North America, Inc. (f/k/a Allied Holdings (United States), Inc.).
3.76	Articles of Incorporation of Allied Waste of California, Inc.
3.77	Bylaws of Allied Waste of California, Inc.

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<u>Exhibit Number</u>	<u>Description</u>
3.78	Certificate of Incorporation of Allied Waste of Long Island, Inc.
3.79	Bylaws of Allied Waste of Long Island, Inc.
3.80	Certificate of Incorporation of Allied Waste of New Jersey, Inc.
3.81	Bylaws of Allied Waste of New Jersey, Inc.
3.82	Certificate of Formation of Allied Waste of New Jersey-New York, LLC (f/k/a Allied Waste of New Jersey, LLC), as amended.
3.83	Operating Agreement of Allied Waste of New Jersey-New York, LLC (f/k/a Allied Waste of New Jersey, LLC).
3.84	Certificate of Formation of Allied Waste Recycling Services of New Hampshire, LLC.
3.85	Operating Agreement of Allied Waste Recycling Services of New Hampshire, LLC.
3.86	Certificate of Incorporation of Allied Waste Rural Sanitation, Inc.
3.87	Bylaws of Allied Waste Rural Sanitation, Inc.
3.88	Certificate of Incorporation of Allied Waste Services of Colorado, Inc.
3.89	Bylaws of Allied Waste Services of Colorado, Inc.
3.90	Certificate of Organization of Allied Waste Services of Massachusetts, LLC (f/k/a BFI Waste Services of Massachusetts, LLC), as amended.
3.91	Operating Agreement of Allied Waste Services of Massachusetts, LLC (f/k/a BFI Waste Services of Massachusetts, LLC), as amended.
3.92	Certificate of Formation of Allied Waste Services of North America, LLC.
3.93	Operating Agreement of Allied Waste Services of North America, LLC, as amended.
3.94	Articles of Incorporation of Allied Waste Services of Page, Inc. (f/k/a PSI Waste Systems, Inc., f/k/a Parks & Sons Intermountain, Inc.), as amended.
3.95	Bylaws of Allied Waste Services of Page, Inc. (f/k/a PSI Waste Systems, Inc., f/k/a Parks & Sons Intermountain, Inc.).
3.96	Articles of Incorporation of Allied Waste Services of Stillwater, Inc. (f/k/a H.E.W. Waste Systems, Inc.), as amended.
3.97	Amended and Restated Bylaws of Allied Waste Services of Stillwater, Inc. (f/k/a H.E.W. Waste Systems, Inc.).
3.98	Certificate of Formation of Allied Waste Sycamore Landfill, LLC.
3.99	Operating Agreement of Allied Waste Sycamore Landfill, LLC.
3.100	Certificate of Incorporation of Allied Waste Systems Holdings, Inc. (f/k/a Laidlaw Waste Systems Holdings, Inc., f/k/a Peabody Sanitary Landfill, Inc.), as amended.
3.101	Bylaws of Allied Waste Systems Holdings, Inc. (f/k/a Laidlaw Waste Systems Holdings, Inc., f/k/a Peabody Sanitary Landfill, Inc.).
3.102	Articles of Organization of Allied Waste Systems of Arizona, LLC.
3.103	Operating Agreement of Allied Waste Systems of Arizona, LLC.
3.104	Articles of Organization of Allied Waste Systems of Colorado, LLC.
3.105	Operating Agreement of Allied Waste Systems of Colorado, LLC.
3.106	Certificate of Formation of Allied Waste Systems of Indiana, LLC.
3.107	Operating Agreement of Allied Waste Systems of Indiana, LLC.
3.108	Articles of Organization of Allied Waste Systems of Michigan, LLC.
3.109	Operating Agreement of Allied Waste Systems of Michigan, LLC.
3.110	Articles of Organization of Allied Waste Systems of Montana, LLC.
3.111	Amended Operating Agreement of Allied Waste Systems of Montana, LLC.
3.112	Certificate of Formation of Allied Waste Systems of New Jersey, LLC.
3.113	Operating Agreement of Allied Waste Systems of New Jersey, LLC.
3.114	Articles of Organization of Allied Waste Systems of North Carolina, LLC.

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<u>Exhibit Number</u>	<u>Description</u>
3.115	Operating Agreement of Allied Waste Systems of North Carolina, LLC.
3.116	Certificate of Organization of Allied Waste Systems of Pennsylvania, LLC (f/k/a BFI Waste Systems of North America, Inc.), as amended.
3.117	Operating Agreement of Allied Waste Systems of Pennsylvania, LLC (f/k/a BFI Waste Systems of North America, Inc.), as amended.
3.118	Certificate of Incorporation of Allied Waste Systems, Inc. (f/k/a Laidlaw Systems Inc., f/k/a Theta Systems, Inc., f/k/a Theta Associates, Inc., f/k/a Theta of Hinsdale, Inc.), as amended.
3.119	Amended and Restated Bylaws of Allied Waste Systems, Inc. (f/k/a Laidlaw Systems Inc., f/k/a Theta Systems, Inc., f/k/a Theta Associates, Inc., f/k/a Theta of Hinsdale, Inc.).
3.120	Certificate of Formation of Allied Waste Transfer Services of Arizona, LLC.
3.121	Operating Agreement of Allied Waste Transfer Services of Arizona, LLC.
3.122	Articles of Organization of Allied Waste Transfer Services of California, LLC.
3.123	Operating Agreement of Allied Waste Transfer Services of California, LLC.
3.124	Articles of Organization of Allied Waste Transfer Services of Florida, LLC.
3.125	Operating Agreement of Allied Waste Transfer Services of Florida, LLC.
3.126	Articles of Organization of Allied Waste Transfer Services of Iowa, LLC.
3.127	Operating Agreement of Allied Waste Transfer Services of Iowa, LLC.
3.128	Articles of Organization of Allied Waste Transfer Services of Lima, LLC.
3.129	Operating Agreement of Allied Waste Transfer Services of Lima, LLC.
3.130	Articles of Organization of Allied Waste Transfer Services of New York, LLC.
3.131	Operating Agreement of Allied Waste Transfer Services of New York, LLC.
3.132	Articles of Organization of Allied Waste Transfer Services of North Carolina, LLC.
3.133	Operating Agreement of Allied Waste Transfer Services of North Carolina, LLC.
3.134	Articles of Organization of Allied Waste Transfer Services of Oregon, LLC.
3.135	Operating Agreement of Allied Waste Transfer Services of Oregon, LLC.
3.136	Certificate of Formation of Allied Waste Transfer Services of Rhode Island, LLC.
3.137	Operating Agreement of Allied Waste Transfer Services of Rhode Island, LLC.
3.138	Articles of Incorporation of Allied Waste Transfer Services of Utah, Inc.
3.139	Bylaws of Allied Waste Transfer Services of Utah, Inc.
3.140	Certificate of Incorporation of Allied Waste Transportation, Inc.
3.141	Bylaws of Allied Waste Transportation, Inc.
3.142	Certificate of Incorporation of American Disposal Services of Illinois, Inc. (f/k/a County Disposal (Illinois), Inc.), as amended.
3.143	Amended and Restated Bylaws of American Disposal Services of Illinois, Inc. (f/k/a County Disposal (Illinois), Inc.).
3.144	Articles of Incorporation of American Disposal Services of Kansas, Inc. (f/k/a Burgan Trucking and Excavating, Inc.), as amended.
3.145	Amended and Restated Bylaws of American Disposal Services of Kansas, Inc. (f/k/a Burgan Trucking and Excavating, Inc.).
3.146	Certificate of Incorporation of American Disposal Services of Missouri, Inc. (f/k/a Missouri Disposal, Inc., f/k/a Joplin Disposal, Inc.), as amended.
3.147	Amended and Restated Bylaws of American Disposal Services of Missouri, Inc. (f/k/a Missouri Disposal, Inc., f/k/a Joplin Disposal, Inc.).
3.148	Certificate of Incorporation of American Disposal Services of New Jersey, Inc.
3.149	Amended and Restated Bylaws of American Disposal Services of New Jersey, Inc.
3.150	Certificate of Incorporation of American Disposal Services of West Virginia, Inc.
3.151	Amended and Restated Bylaws of American Disposal Services of West Virginia, Inc.

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

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<u>Exhibit Number</u>	<u>Description</u>
3.195	Second Amended and Restated Bylaws of Bay Environmental Management, Inc. (f/k/a RSS Management Corporation).
3.196	Articles of Incorporation of Bay Landfills, Inc.
3.197	Second Amended and Restated Bylaws of Bay Landfills, Inc.
3.198	Articles of Incorporation of Bay Leasing Company, Inc.
3.199	Second Amended and Restated Bylaws of Bay Leasing Company, Inc.
3.200	Certificate of Incorporation of BBCO, Inc.
3.201	Bylaws of BBCO, Inc.
3.202	Articles of Incorporation of Belleville Landfill, Inc. (f/k/a Laidlaw Waste Systems (Belleville) Inc., f/k/a Mid-States Disposal, Inc.), as amended.
3.203	Bylaws of Belleville Landfill, Inc. (f/k/a Laidlaw Waste Systems (Belleville) Inc., f/k/a Mid-States Disposal, Inc.).
3.204	Partnership Agreement of Benson Valley Landfill General Partnership.
3.205	Partnership Agreement of Benton County Development Company.
3.206	Articles of Incorporation of Berkley Sanitary Service, Inc.
3.207	Second Amended and Restated Bylaws of Berkley Sanitary Service, Inc.
3.208	Certificate of Formation of BFGSI, L.L.C.
3.209	Amended and Restated Operating Agreement of BFGSI, L.L.C.
3.210	Certificate of Incorporation of BFI Atlantic, Inc. (f/k/a BFI Argentina, Inc.), as amended.
3.211	Amended and Restated Bylaws of BFI Atlantic, Inc.
3.212	Certificate of Incorporation of BFI Energy Systems of Albany, Inc.
3.213	Amended and Restated Bylaws of BFI Energy Systems of Albany, Inc.
3.214	Certificate of Incorporation of BFI Energy Systems of Delaware County, Inc.
3.215	Amended and Restated Bylaws of BFI Energy Systems of Delaware County, Inc.
3.216	Certificate of Incorporation of BFI Energy Systems of Essex County, Inc. (f/k/a BFI Energy Systems of New Jersey, Inc.), as amended.
3.217	Amended and Restated Bylaws of BFI Energy Systems of Essex County, Inc.
3.218	Certificate of Incorporation of BFI Energy Systems of Hempstead, Inc.
3.219	Amended and Restated Bylaws of BFI Energy Systems of Hempstead, Inc.
3.220	Certificate of Incorporation of BFI Energy Systems of Niagara II, Inc.
3.221	Amended and Restated Bylaws of BFI Energy Systems of Niagara II, Inc.
3.222	Certificate of Incorporation of BFI Energy Systems of Niagara, Inc. (f/k/a BFI Energy Systems of Northwestern Connecticut, Inc.), as amended.
3.223	Amended and Restated Bylaws of BFI Energy Systems of Niagara, Inc.
3.224	Certificate of Incorporation of BFI Energy Systems of SEMASS, Inc.
3.225	Amended and Restated Bylaws of BFI Energy Systems of SEMASS, Inc.
3.226	Certificate of Incorporation of BFI Energy Systems of Southeastern Connecticut, Inc.
3.227	Amended and Restated Bylaws of BFI Energy Systems of Southeastern Connecticut, Inc.
3.228	Certificate of Limited Partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership, as amended.
3.229	Agreement of Limited Partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership.
3.230	Certificate of Incorporation of BFI International, Inc. (f/k/a Browning-Ferris Overseas, Inc.), as amended.
3.231	Amended and Restated Bylaws of BFI International, Inc.
3.232	Certificate of Incorporation of BFI REF-FUEL, INC.
3.233	Amended and Restated Bylaws of BFI REF-FUEL, INC.

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<u>Exhibit Number</u>	<u>Description</u>
3.234	Certificate of Incorporation of BFI Trans River (GP), Inc. (f/k/a BFI Energy Systems of Kent/Sussex, Inc.), as amended.
3.235	Amended and Restated Bylaws of BFI Trans River (GP), Inc.
3.236	Certificate of Formation of BFI Transfer Systems of Alabama, LLC.
3.237	Operating Agreement of BFI Transfer Systems of Alabama, LLC, as amended.
3.238	Certificate of Formation of BFI Transfer Systems of DC, LLC.
3.239	Operating Agreement of BFI Transfer Systems of DC, LLC.
3.240	Certificate of Formation of BFI Transfer Systems of Georgia, LLC.
3.241	Operating Agreement of BFI Transfer Systems of Georgia, LLC.
3.242	Certificate of Formation of BFI Transfer Systems of Maryland, LLC (f/k/a BFI Transfer Systems of Kentucky, LLC), as amended.
3.243	Operating Agreement of BFI Transfer Systems of Maryland, LLC (f/k/a BFI Transfer Systems of Kentucky, LLC), as amended.
3.244	Certificate of Organization of BFI Transfer Systems of Massachusetts, LLC.
3.245	Operating Agreement of BFI Transfer Systems of Massachusetts, LLC, as amended.
3.246	Certificate of Formation of BFI Transfer Systems of Mississippi, LLC (f/k/a BFI Transfer Systems of Tennessee, LLC), as amended.
3.247	Operating Agreement of BFI Transfer Systems of Mississippi, LLC (f/k/a BFI Transfer Systems of Tennessee, LLC).
3.248	Certificate of Incorporation of BFI Transfer Systems of New Jersey, Inc., as amended.
3.249	Amended and Restated Bylaws of BFI Transfer Systems of New Jersey, Inc.
3.250	Certificate of Organization of BFI Transfer Systems of Pennsylvania, LLC.
3.251	Operating Agreement of BFI Transfer Systems of Pennsylvania, LLC, as amended.
3.252	Certificate of Limited Partnership of BFI Transfer Systems of Texas, LP.
3.253	Agreement of Limited Partnership of BFI Transfer Systems of Texas, LP, as amended.
3.254	Certificate of Formation of BFI Transfer Systems of Virginia, LLC.
3.255	Operating Agreement of BFI Transfer Systems of Virginia, LLC, as amended.
3.256	Certificate of Limited Partnership of BFI Waste Services of Indiana, LP, as amended.
3.257	Agreement of Limited Partnership of BFI Waste Services of Indiana, LP, as amended.
3.258	Certificate of Organization of BFI Waste Services of Pennsylvania, LLC.
3.259	Operating Agreement of BFI Waste Services of Pennsylvania, LLC, as amended.
3.260	Certificate of Formation of BFI Waste Services of Tennessee, LLC.
3.261	Operating Agreement of BFI Waste Services of Tennessee, LLC.
3.262	Certificate of Limited Partnership of BFI Waste Services of Texas, LP.
3.263	Agreement of Limited Partnership of BFI Waste Services of Texas, LP, as amended.
3.264	Certificate of Formation of BFI Waste Services, LLC, as amended.
3.265	Operating Agreement of BFI Waste Services, LLC, as amended.
3.266	Certificate of Formation of BFI Waste Systems of Alabama, LLC.
3.267	Operating Agreement of BFI Waste Systems of Alabama, LLC, as amended.
3.268	Certificate of Formation of BFI Waste Systems of Arkansas, LLC.
3.269	Operating Agreement of BFI Waste Systems of Arkansas, LLC, as amended.
3.270	Certificate of Formation of BFI Waste Systems of Georgia, LLC.
3.271	Operating Agreement of BFI Waste Systems of Georgia, LLC, as amended.
3.272	Certificate of Limited Partnership of BFI Waste Systems of Indiana, LP.
3.273	Agreement of Limited Partnership of BFI Waste Systems of Indiana, LP.
3.274	Certificate of Formation of BFI Waste Systems of Kentucky, LLC.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
3.275	Operating Agreement of BFI Waste Systems of Kentucky, LLC.
3.276	Certificate of Formation of BFI Waste Systems of Louisiana, LLC.
3.277	Operating Agreement of BFI Waste Systems of Louisiana, LLC, as amended.
3.278	Certificate of Organization of BFI Waste Systems of Massachusetts, LLC.
3.279	Operating Agreement of BFI Waste Systems of Massachusetts, LLC.
3.280	Certificate of Formation of BFI Waste Systems of Mississippi, LLC.
3.281	Operating Agreement of BFI Waste Systems of Mississippi, LLC, as amended.
3.282	Certificate of Formation of BFI Waste Systems of Missouri, LLC.
3.283	Operating Agreement of BFI Waste Systems of Missouri, LLC, as amended.
3.284	Certificate of Incorporation of BFI Waste Systems of New Jersey, Inc. (f/k/a Browning-Ferris Industries, of Elizabeth, N.J., Inc., f/k/a Elizabeth Disposal, Inc.), as amended.
3.285	Amended and Restated Bylaws of BFI Waste Systems of New Jersey, Inc.
3.286	Certificate of Formation of BFI Waste Systems of North America, LLC (f/k/a BFI Waste Systems of North America, Inc., f/k/a BFI Transportation, Inc.), as amended.
3.287	Operating Agreement of BFI Waste Systems of North America, LLC.
3.288	Certificate of Formation of BFI Waste Systems of North Carolina, LLC.
3.289	Operating Agreement of BFI Waste Systems of North Carolina, LLC.
3.290	Articles of Organization of BFI Waste Systems of Oklahoma, LLC.
3.291	Operating Agreement of BFI Waste Systems of Oklahoma, LLC, as amended.
3.292	Certificate of Formation of BFI Waste Systems of South Carolina, LLC.
3.293	Operating Agreement of BFI Waste Systems of South Carolina, LLC.
3.294	Certificate of Formation of BFI Waste Systems of Tennessee, LLC.
3.295	Operating Agreement of BFI Waste Systems of Tennessee, LLC, as amended.
3.296	Certificate of Formation of BFI Waste Systems of Virginia, LLC.
3.297	Operating Agreement of BFI Waste Systems of Virginia, LLC, as amended.
3.298	Articles of Incorporation of Bio-Med of Oregon, Inc. (f/k/a O. D. Recycling, Ltd., f/k/a Pacific Energy Recovery, Inc.), as amended.
3.299	Amended and Restated Bylaws of Bio-Med of Oregon, Inc.
3.300	Articles of Incorporation of BLT Enterprises of Oxnard, Inc., as amended.
3.301	Second Amended and Restated Bylaws of BLT Enterprises of Oxnard, Inc.
3.302	Partnership Agreement of Blue Ridge Landfill General Partnership.
3.303	Certificate of Limited Partnership of Blue Ridge Landfill TX, LP (f/k/a BFI Waste Systems of Texas, LP), as amended.
3.304	Agreement of Limited Partnership of Blue Ridge Landfill TX, LP (f/k/a BFI Waste Systems of Texas, LP), as amended.
3.305	Certificate of Incorporation of Bond County Landfill, Inc. (f/k/a Kankeekie RDF Landfill, Inc., f/k/a Draw Acquisition Company Twenty-Three), as amended.
3.306	Bylaws of Bond County Landfill, Inc. (f/k/a Kankeekie RDF Landfill, Inc., f/k/a Draw Acquisition Company Twenty-Three).
3.307	Articles of Incorporation of Borrego Landfill, Inc.
3.308	Bylaws of Borrego Landfill, Inc.
3.309	Articles of Incorporation of Borrow Pit Corp.
3.310	Amended and Restated Bylaws of Borrow Pit Corp.
*3.311	Certificate of Limited Partnership of Brenham Total Roll-Offs, LP.
*3.312	Agreement of Limited Partnership of Brenham Total Roll-Offs, LP.
*3.313	Articles of Incorporation of Brickyard Disposal & Recycling, Inc. (f/k/a H/L Disposal Co.), as amended.
*3.314	Amended and Restated Bylaws of Brickyard Disposal & Recycling, Inc.

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

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

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<u>Exhibit Number</u>	<u>Description</u>
*3.391	Bylaws of Cocopah Landfill, Inc.
*3.392	Certificate of Incorporation of Compactor Rental Systems of Delaware, Inc. (f/k/a Republic Industries Compactor Rental, Inc.), as amended.
*3.393	Amended and Restated Bylaws of Compactor Rental Systems of Delaware, Inc.
*3.394	Certificate of Formation of Consolidated Disposal Service, L.L.C. (f/k/a L.A. County, LLC), as amended.
*3.395	Third Amended and Restated Operating Agreement of Consolidated Disposal Service, L.L.C.
*3.396	Certificate of Formation of Continental Waste Industries, L.L.C. (f/k/a Continental Waste Industries, Inc.), as amended.
*3.397	Operating Agreement of Continental Waste Industries, L.L.C.
*3.398	Certificate of Incorporation of Copper Mountain Landfill, Inc.
*3.399	Bylaws of Copper Mountain Landfill, Inc.
*3.400	Articles of Incorporation of Corvallis Disposal Co., as amended.
*3.401	Amended and Restated Bylaws of Corvallis Disposal Co.
*3.402	Certificate of Incorporation of County Disposal (Ohio), Inc.
*3.403	Amended and Restated Bylaws of County Disposal (Ohio), Inc.
*3.404	Certificate of Incorporation of County Disposal, Inc., as amended.
*3.405	Amended and Restated Bylaws of County Disposal, Inc.
*3.406	Articles of Organization of County Environmental Landfill, LLC.
*3.407	Operating Agreement of County Environmental Landfill, LLC.
*3.408	Articles of Organization of County Land Development Landfill, LLC (f/k/a County Land Development Sanitary Landfill, LLC), as amended.
*3.409	Operating Agreement of County Land Development Landfill, LLC (f/k/a County Land Development Sanitary Landfill, LLC).
*3.410	Certificate of Incorporation of County Landfill, Inc.
*3.411	Amended and Restated Bylaws of County Landfill, Inc.
*3.412	Partnership Agreement of County Line Landfill Partnership, as amended.
*3.413	Certificate of Formation of Courtney Ridge Landfill, LLC.
*3.414	Operating Agreement of Courtney Ridge Landfill, LLC.
*3.415	Articles of Organization of Crescent Acres Landfill, LLC.
*3.416	Operating Agreement of Crescent Acres Landfill, LLC.
*3.417	Articles of Incorporation of Crockett Sanitary Service, Inc. (f/k/a Crockett Garbage Service, Inc.), as amended.
*3.418	Second Amended and Restated Bylaws of Crockett Sanitary Service, Inc.
*3.419	Certificate of Limited Partnership of Crow Landfill TX, L.P.
*3.420	Agreement of Limited Partnership of Crow Landfill TX, L.P., as amended.
*3.421	Articles of Organization of Cumberland County Development Company, LLC (f/k/a Charlotte County Development Company, LLC).
*3.422	Operating Agreement of Cumberland County Development Company, LLC (f/k/a Charlotte County Development Company, LLC).
*3.423	Articles of Incorporation of CWI of Illinois, Inc. (f/k/a Continental Waste Industries of Illinois, Inc., f/k/a Continental Waste Industries Venture, Inc., f/k/a Continental Waste Industries Venture, Inc.), as amended.
*3.424	Amended and Restated Bylaws of CWI of Illinois, Inc.
*3.425	Articles of Incorporation of CWI of Missouri, Inc. (f/k/a Tutor Jr. Refuse Service, Inc.), as amended.
*3.426	Amended and Restated Bylaws of CWI of Missouri, Inc.
*3.427	Certificate of Formation of D & L Disposal, L.L.C.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.428	Amended and Restated Operating Agreement of D & L Disposal, L.L.C.
*3.429	Articles of Incorporation of Dallas Disposal Co. (f/k/a Dallas Garbage Disposal Co., f/k/a Kelman Garbage Disposal Company), as amended.
*3.430	Amended and Restated Bylaws of Dallas Disposal Co.
*3.431	Articles of Incorporation of Delta Container Corporation.
*3.432	Bylaws of Delta Container Corporation.
*3.433	Articles of Incorporation of Delta Dade Recycling Corp.
*3.434	Amended and Restated Bylaws of Delta Dade Recycling Corp.
*3.435	Articles of Incorporation of Delta Paper Stock, Co.
*3.436	Bylaws of Delta Paper Stock, Co.
*3.437	Articles of Incorporation of Delta Resources Corp.
*3.438	Amended and Restated Bylaws of Delta Resources Corp.
*3.439	Articles of Incorporation of Delta Site Development Corp.
*3.440	Amended and Restated Bylaws of Delta Site Development Corp.
*3.441	Articles of Incorporation of Delta Waste Corp.
*3.442	Amended and Restated Bylaws of Delta Waste Corp.
*3.443	Articles of Incorporation of Dempsey Waste Systems II, Inc.
*3.444	Bylaws of Dempsey Waste Systems II, Inc.
*3.445	Articles of Incorporation of Denver RL North, Inc.
*3.446	Bylaws of Denver RL North, Inc.
*3.447	Certificate of Limited Partnership of Desarrollo del Rancho La Gloria TX, LP (f/k/a Donna Development Co. TX, LP), as amended.
*3.448	Agreement of Limited Partnership of Desarrollo del Rancho La Gloria TX, LP (f/k/a Donna Development Co. TX, LP).
*3.449	Articles of Incorporation of Dinverno, Inc., as amended.
*3.450	Amended and Restated Bylaws of Dinverno, Inc.
*3.451	Articles of Incorporation of DTC Management, Inc.
*3.452	Amended and Restated Bylaws of DTC Management, Inc.
*3.453	Certificate of Formation of E Leasing Company, LLC, as amended.
*3.454	Limited Liability Company Agreement of E Leasing Company, LLC, as amended.
*3.455	Articles of Incorporation of Eagle Industries Leasing, Inc.
*3.456	Amended and Restated Bylaws of Eagle Industries Leasing, Inc., as amended.
*3.457	Certificate of Incorporation of East Chicago Compost Facility, Inc.
*3.458	Bylaws of East Chicago Compost Facility, Inc.
*3.459	Certificate of Incorporation of ECDC Environmental of Humboldt County, Inc.
*3.460	Bylaws of ECDC Environmental of Humboldt County, Inc.
*3.461	Articles of Organization of ECDC Environmental, L.C. (f/k/a ECDFF, L.C.), as amended.
*3.462	Amended and Restated Operating Agreement of ECDC Environmental, L.C.
*3.463	Certificate of Incorporation of ECDC Holdings, Inc.
*3.464	Bylaws of ECDC Holdings, Inc.
*3.465	Certificate of Limited Partnership of El Centro Landfill, L.P., as amended.
*3.466	Amended and Restated Partnership Agreement of El Centro Landfill, L.P., as amended.
*3.467	Articles of Incorporation of Elder Creek Transfer & Recovery, Inc.
*3.468	Bylaws of Elder Creek Transfer & Recovery, Inc.
*3.469	Certificate of Limited Partnership of Ellis County Landfill TX, LP, as amended.
*3.470	Agreement of Limited Partnership of Ellis County Landfill TX, LP, as amended.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.471	Certificate of Formation of Ellis Scott Landfill MO, LLC.
*3.472	Operating Agreement of Ellis Scott Landfill MO, LLC.
*3.473	Articles of Incorporation of Envirocycle, Inc.
*3.474	Amended and Restated Bylaws of Envirocycle, Inc.
*3.475	Certificate of Incorporation of Environmental Development Corp., as amended.
*3.476	Amended and Restated Bylaws of Environmental Development Corp.
*3.477	Articles of Incorporation of Environmental Reclamation Company, as amended.
*3.478	Amended and Restated Bylaws of Environmental Reclamation Company, as amended.
*3.479	Certificate of Incorporation of EnvironTech, Inc.
*3.480	Amended and Restated Bylaws of EnvironTech, Inc.
*3.481	Certificate of Formation of Envotech-Illinois L.L.C.
*3.482	Amended and Restated Operating Agreement of Envotech-Illinois L.L.C.
*3.483	Certificate of Incorporation of Evergreen Scavenger Service, Inc. (f/k/a Evergreen Scavenger Services, Inc., f/k/a Workman Services, Inc.), as amended.
*3.484	Amended and Restated Bylaws of Evergreen Scavenger Service, Inc.
*3.485	Certificate of Formation of Evergreen Scavenger Service, L.L.C., as amended.
*3.486	Amended and Restated Operating Agreement of Evergreen Scavenger Service, L.L.C.
*3.487	Articles of Organization of F.P. McNamara Rubbish Removal Inc.
*3.488	Amended and Restated Bylaws of F.P. McNamara Rubbish Removal Inc.
*3.489	Articles of Organization of Flint Hill Road, LLC.
*3.490	Operating Agreement of Flint Hill Road, LLC.
*3.491	Articles of Incorporation of FLL, Inc. (f/k/a KCL & K — M, Inc.), as amended.
*3.492	Amended and Restated Bylaws of FLL, Inc.
*3.493	Certificate of Formation of Forest View Landfill, LLC.
*3.494	Operating Agreement of Forest View Landfill, LLC.
*3.495	Certificate of Limited Partnership of Fort Worth Landfill TX, LP.
*3.496	Agreement of Limited Partnership of Fort Worth Landfill TX, LP, as amended.
*3.497	Articles of Incorporation of Forward, Inc.
*3.498	Amended and Restated Bylaws of Forward, Inc.
*3.499	Articles of Incorporation of Fred Barbara Trucking Co., Inc.
*3.500	Amended and Restated Bylaws of Fred Barbara Trucking Co., Inc.
*3.501	Articles of Organization of Frontier Waste Services (Colorado), LLC, as amended.
*3.502	Operating Agreement of Frontier Waste Services (Colorado), LLC.
*3.503	Amended and Restated Articles of Organization of Frontier Waste Services (Utah), LLC.
*3.504	Operating Agreement of Frontier Waste Services (Utah), LLC.
*3.505	Articles of Organization of Frontier Waste Services of Louisiana L.L.C.
*3.506	Operating Agreement of Frontier Waste Services of Louisiana L.L.C.
*3.507	Certificate of Limited Partnership of Frontier Waste Services, L.P. (f/k/a Frontier Disposal, L.P.), as amended.
*3.508	Amended and Restated Agreement of Limited Partnership of Frontier Waste Services, L.P.
*3.509	Articles of Incorporation of G. Van Dyken Disposal Inc.
*3.510	Bylaws of G. Van Dyken Disposal Inc.
*3.511	Certificate of Limited Partnership of Galveston County Landfill TX, LP.
*3.512	Agreement of Limited Partnership of Galveston County Landfill TX, LP, as amended.
*3.513	Articles of Organization of Gateway Landfill, LLC, as amended.
*3.514	Amended and Restated Operating Agreement of Gateway Landfill, LLC.

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

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.559	Articles of Incorporation of Illinois Landfill, Inc.
*3.560	Bylaws of Illinois Landfill, Inc.
*3.561	Articles of Incorporation of Illinois Recycling Services, Inc.
*3.562	Amended and Restated Bylaws of Illinois Recycling Services, Inc.
*3.563	Articles of Incorporation of Illinois Valley Recycling, Inc., as amended.
*3.564	Amended and Restated Bylaws of Illinois Valley Recycling, Inc.
*3.565	Articles of Incorporation of Imperial Landfill, Inc.
*3.566	Bylaws of Imperial Landfill, Inc.
*3.567	Articles of Incorporation of Independent Trucking Company (f/k/a Independent Trucking), as amended.
*3.568	Bylaws of Independent Trucking Company.
*3.569	Articles of Incorporation of Ingrum Waste Disposal, Inc.
*3.570	Amended and Restated Bylaws of Ingrum Waste Disposal, Inc.
*3.571	Articles of Incorporation of International Disposal Corp. of California.
*3.572	Amended and Restated Bylaws of International Disposal Corp. of California.
*3.573	Certificate of Incorporation of Island Waste Services Ltd. (f/k/a Selas Enterprises Ltd.), as amended.
*3.574	Bylaws of Island Waste Services Ltd. (f/k/a Selas Enterprises Ltd.).
*3.575	Certificate of Limited Partnership of Itasca Landfill TX, LP.
*3.576	Agreement of Limited Partnership of Itasca Landfill TX, LP, as amended.
*3.577	Certificate of Formation of Jackson County Landfill, LLC, as amended.
*3.578	Operating Agreement of Jackson County Landfill, LLC.
*3.579	Partnership Agreement of Jasper County Development Company Partnership.
*3.580	Certificate of Formation of Jefferson City Landfill, LLC.
*3.581	Operating Agreement of Jefferson City Landfill, LLC.
*3.582	Articles of Organization of Jefferson Parish Development Company, LLC.
*3.583	Operating Agreement of Jefferson Parish Development Company, LLC.
*3.584	Articles of Incorporation of Jetter Disposal, Inc., as amended.
*3.585	Amended and Restated Bylaws of Jetter Disposal, Inc.
*3.586	Certificate of Formation of Kandel Enterprises, LLC, as amended.
*3.587	Amended and Restated Operating Agreement of Kandel Enterprises, LLC.
*3.588	Articles of Incorporation of Kankakee Quarry, Inc.
*3.589	Bylaws of Kankakee Quarry, Inc.
*3.590	Articles of Incorporation of Keller Canyon Landfill Company.
*3.591	Amended and Restated Bylaws of Keller Canyon Landfill Company.
*3.592	Articles of Incorporation of Keller Drop Box, Inc., as amended.
*3.593	Amended and Restated Bylaws of Keller Drop Box, Inc.
*3.594	Certificate of Limited Partnership of Kerrville Landfill TX, LP.
*3.595	Agreement of Limited Partnership of Kerrville Landfill TX, LP, as amended.
*3.596	Partnership Agreement of Key Waste Indiana Partnership, as amended.
*3.597	Articles of Incorporation of La Cañada Disposal Company, Inc. (f/k/a La Cañada Disposal, Inc.), as amended.
*3.598	Amended and Restated Bylaws of La Cañada Disposal Company, Inc.
*3.599	Partnership Agreement of Lake County C & D Development Partnership.
*3.600	Articles of Incorporation of Lake Norman Landfill, Inc.
*3.601	Amended and Restated Bylaws of Lake Norman Landfill, Inc.
*3.602	Articles of Incorporation of LandComp Corporation.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.603	Amended and Restated Bylaws of LandComp Corporation.
*3.604	Articles of Incorporation of Lathrop Sunrise Sanitation Corporation.
*3.605	Amended and Restated Bylaws of Lathrop Sunrise Sanitation Corporation.
*3.606	Certificate of Formation of Lee County Landfill SC, LLC.
*3.607	Operating Agreement of Lee County Landfill SC, LLC.
*3.608	Articles of Incorporation of Lee County Landfill, Inc.
*3.609	Bylaws of Lee County Landfill, Inc.
*3.610	Certificate of Formation of Lemons Landfill, LLC.
*3.611	Operating Agreement of Lemons Landfill, LLC.
*3.612	Certificate of Limited Partnership of Lewisville Landfill TX, LP.
*3.613	Agreement of Limited Partnership of Lewisville Landfill TX, LP, as amended.
*3.614	Certificate of Incorporation of Liberty Waste Holdings, Inc.
*3.615	Amended and Restated Bylaws of Liberty Waste Holdings, Inc.
*3.616	Certificate of Formation of Liberty Waste Services Limited, L.L.C., as amended.
*3.617	Second Amended and Restated Limited Liability Company Agreement of Liberty Waste Services Limited, L.L.C.
*3.618	Articles of Organization of Liberty Waste Services of Illinois, L.L.C., as amended.
*3.619	Amended and Restated Operating Agreement of Liberty Waste Services of Illinois, L.L.C.
*3.620	Certificate of Formation of Liberty Waste Services of McCook, L.L.C. (f/k/a West Suburban Recycling & Energy Center, L.L.C.), as amended.
*3.621	Amended and Restated Operating Agreement of Liberty Waste Services of McCook, L.L.C.
*3.622	Certificate of Formation of Little Creek Landing, LLC.
*3.623	Operating Agreement of Little Creek Landing, LLC.
*3.624	Certificate of Formation of Local Sanitation of Rowan County, L.L.C.
*3.625	Limited Liability Company Agreement of Local Sanitation of Rowan County, L.L.C.
*3.626	Articles of Incorporation of Loop Recycling, Inc., as amended.
*3.627	Amended and Restated Bylaws of Loop Recycling, Inc.
*3.628	Articles of Incorporation of Loop Transfer, Incorporated, as amended.
*3.629	Amended and Restated Bylaws of Loop Transfer, Incorporated.
*3.630	Articles of Organization of Lorain County Landfill, LLC.
*3.631	Operating Agreement of Lorain County Landfill, LLC.
*3.632	Certificate of Incorporation of Louis Pinto & Son, Inc., Sanitation Contractors.
*3.633	Amended and Restated Bylaws of Louis Pinto & Son, Inc., Sanitation Contractors.
*3.634	Certificate of Incorporation of Lucas County Land Development, Inc. (f/k/a Macomb Landfill, Inc.), as amended.
*3.635	Bylaws of Lucas County Land Development, Inc. (f/k/a Macomb Landfill, Inc.).
*3.636	Articles of Organization of Lucas County Landfill, LLC.
*3.637	Operating Agreement of Lucas County Landfill, LLC.
*3.638	Articles of Organization of Madison County Development, LLC (f/k/a Wilson County Development, LLC), as amended.
*3.639	Operating Agreement of Madison County Development, LLC (f/k/a Wilson County Development, LLC), as amended.
*3.640	Articles of Incorporation of Manumit of Florida, Inc.
*3.641	Amended and Restated Bylaws of Manumit of Florida, Inc.
*3.642	Certificate of Limited Partnership of Mars Road TX, LP.
*3.643	Agreement of Limited Partnership of Mars Road TX, LP.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.644	Certificate of Limited Partnership of McCarty Road Landfill TX, LP.
*3.645	Agreement of Limited Partnership of McCarty Road Landfill TX, LP, as amended.
*3.646	Articles of Incorporation of McCusker Recycling, Inc.
*3.647	Second Amended and Restated Bylaws of McCusker Recycling, Inc.
*3.648	Articles of Incorporation of McInnis Waste Systems, Inc.
*3.649	Amended and Restated Bylaws of McInnis Waste Systems, Inc.
*3.650	Articles of Organization of Menands Environmental Solutions, LLC.
*3.651	Operating Agreement of Menands Environmental Solutions, LLC.
*3.652	Articles of Incorporation of Mesa Disposal, Inc. (f/k/a Bullhead City Investors, Inc.), as amended.
*3.653	Amended and Restated Bylaws of Mesa Disposal, Inc.
*3.654	Certificate of Limited Partnership of Mesquite Landfill TX, LP.
*3.655	Agreement of Limited Partnership of Mesquite Landfill TX, LP, as amended.
*3.656	Certificate of Limited Partnership of Mexia Landfill TX, LP.
*3.657	Agreement of Limited Partnership of Mexia Landfill TX, LP, as amended.
*3.658	Articles of Incorporation of Midway Development Company, Inc.
*3.659	Bylaws of Midway Development Company, Inc.
*3.660	Articles of Incorporation of Mississippi Waste Paper Company.
*3.661	Amended and Restated Bylaws of Mississippi Waste Paper Company.
*3.662	Articles of Organization of Missouri City Landfill, LLC.
*3.663	Operating Agreement of Missouri City Landfill, LLC.
*3.664	Amended and Restated Partnership Agreement of Morehead Landfill General Partnership.
*3.665	Certificate of Incorporation of Mountain Home Disposal, Inc. (f/k/a Waste Connections of Idaho, Inc.), as amended.
*3.666	Amended and Restated Bylaws of Mountain Home Disposal, Inc. (f/k/a Waste Connections of Idaho, Inc.).
*3.667	Certificate of Formation of N Leasing Company, LLC, as amended.
*3.668	Limited Liability Company Agreement of N Leasing Company, LLC, as amended.
*3.669	Articles of Incorporation of NationsWaste Catawba Regional Landfill, Inc.
*3.670	Amended and Restated Bylaws of NationsWaste Catawba Regional Landfill, Inc.
*3.671	Certificate of Incorporation of NationsWaste, Inc.
*3.672	Bylaws of NationsWaste, Inc.
*3.673	Certificate of Incorporation of Ncorp, Inc.
*3.674	Amended and Restated Bylaws of Ncorp, Inc.
*3.675	Articles of Incorporation of New Morgan Landfill Company, Inc.
*3.676	Amended and Restated Bylaws of New Morgan Landfill Company, Inc.
*3.677	Certificate of Formation of New York Waste Services, LLC.
*3.678	Operating Agreement of New York Waste Services, LLC.
*3.679	Certificate of Incorporation of Newco Waste Systems of New Jersey, Inc.
*3.680	Amended and Restated Bylaws of Newco Waste Systems of New Jersey, Inc.
*3.681	Partnership Agreement of Newton County Landfill Partnership, as amended.
*3.682	Articles of Incorporation of Noble Road Landfill, Inc.
*3.683	Amended and Restated Bylaws of Noble Road Landfill, Inc.
*3.684	Certificate of Formation of Northeast Landfill, LLC.
*3.685	Operating Agreement of Northeast Landfill, LLC.
*3.686	Articles of Incorporation of Northlake Transfer, Inc.
*3.687	Bylaws of Northlake Transfer, Inc.

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<u>Exhibit Number</u>	<u>Description</u>
*3.688	Charter of Northwest Tennessee Disposal Corporation.
*3.689	Second Amended and Restated Bylaws of Tennessee Disposal Corporation.
*3.690	Articles of Incorporation of Oakland Heights Development, Inc. (f/k/a Wayne Disposal-Oakland, Inc.), as amended.
*3.691	Amended and Restated Bylaws of Oakland Heights Development, Inc. (f/k/a Wayne Disposal-Oakland, Inc.).
*3.692	Articles of Organization of Obscurity Land Development, LLC.
*3.693	Operating Agreement of Obscurity Land Development, LLC.
*3.694	Amended and Restated Joint Venture Agreement of Oceanside Waste & Recycling Services.
*3.695	Certificate of Incorporation of Ohio Republic Contracts, II, Inc.
*3.696	Amended and Restated Bylaws of Ohio Republic Contracts, II, Inc.
*3.697	Articles of Incorporation of Ohio Republic Contracts, Inc.
*3.698	Amended and Restated Bylaws of Ohio Republic Contracts, Inc.
*3.699	Articles of Organization of Oklahoma City Landfill, L.L.C.
*3.700	Operating Agreement of Oklahoma City Landfill, L.L.C.
*3.701	Articles of Incorporation for Oscar's Collection System of Fremont, Inc.
*3.702	Bylaws of Oscar's Collection System of Fremont, Inc.
*3.703	Articles of Incorporation of Otay Landfill, Inc.
*3.704	Amended and Restated Bylaws of Otay Landfill, Inc.
*3.705	Certificate of Incorporation of Ottawa County Landfill, Inc. (f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Laidlaw Waste Systems (Pennsylvania) Inc., f/k/a Epping Sanitary Landfill, Inc.), as amended.
*3.706	Bylaws of Ottawa County Landfill, Inc. (f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Laidlaw Waste Systems (Pennsylvania) Inc., f/k/a Epping Sanitary Landfill, Inc.).
*3.707	Certificate of Formation of Packerton Land Company, L.L.C., as amended.
*3.708	Amended and Restated Operating Agreement of Packerton Land Company, L.L.C.
*3.709	Articles of Incorporation of Palomar Transfer Station, Inc.
*3.710	Bylaws of Palomar Transfer Station, Inc.
*3.711	Certificate of Limited Partnership of Panama Road Landfill, TX, L.P.
*3.712	Agreement of Limited Partnership of Panama Road Landfill, TX, L.P.
*3.713	Articles of Incorporation of Peltier Real Estate Company, as amended.
*3.714	Amended and Restated Bylaws of Peltier Real Estate Company.
*3.715	Restated Articles of Incorporation of Perdomo and Son's, Inc.
*3.716	Second Amended and Restated Bylaws of Perdomo and Son's, Inc.
*3.717	Articles of Incorporation of Pinal County Landfill Corp.
*3.718	Bylaws of Pinal County Landfill Corp.
*3.719	Certificate of Limited Partnership of Pine Hill Farms Landfill TX, LP (f/k/a Pinehill Landfill TX, LP), as amended.
*3.720	Agreement of Limited Partnership of Pine Hill Farms Landfill TX, LP (f/k/a Pinehill Landfill TX, LP), as amended.
*3.721	Certificate of Formation of Pincrest Landfill OK, LLC.
*3.722	Operating Agreement of Pincrest Landfill OK, LLC.
*3.723	Certificate of Incorporation of Pittsburg County Landfill, Inc.
*3.724	Amended and Restated Bylaws of Pittsburg County Landfill, Inc.
*3.725	Certificate of Limited Partnership of Pleasant Oaks Landfill TX, LP.
*3.726	Agreement of Limited Partnership of Pleasant Oaks Landfill TX, LP.
*3.727	Certificate of Formation of Polk County Landfill, LLC.
*3.728	Operating Agreement of Polk County Landfill, LLC.

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

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.772	Certificate of Incorporation of Republic Services of California Holding Company, Inc.
*3.773	Amended and Restated Bylaws of Republic Services of California Holding Company, Inc.
*3.774	Certificate of Formation of Republic Services of California II, LLC.
*3.775	Second Amended and Restated Operating Agreement of Republic Services of California II, LLC.
*3.776	Articles of Organization of Republic Services of Colorado Hauling, LLC, as amended.
*3.777	Third Amended and Restated Operating Agreement of Republic Services of Colorado Hauling, LLC.
*3.778	Articles of Organization of Republic Services of Colorado I, LLC, as amended.
*3.779	Third Amended and Restated Operating Agreement of Republic Services of Colorado I, LLC.
*3.780	Certificate of Incorporation of Republic Services of Florida GP, Inc.
*3.781	Amended and Restated Bylaws of Republic Services of Florida GP, Inc.
*3.782	Certificate of Incorporation of Republic Services of Florida LP, Inc.
*3.783	Amended and Restated Bylaws of Republic Services of Florida LP, Inc.
*3.784	Certificate of Limited Partnership of Republic Services of Florida, Limited Partnership, as amended.
*3.785	Agreement of Limited Partnership of Republic Services of Florida, Limited Partnership.
*3.786	Certificate of Formation of Republic Services of Georgia GP, LLC (f/k/a Republic Services of Georgia GP, Inc.).
*3.787	Operating Agreement of Republic Services of Georgia GP, LLC.
*3.788	Certificate of Formation of Republic Services of Georgia LP, LLC (f/k/a Republic Services of Georgia LP, Inc.).
*3.789	Operating Agreement of Republic Services of Georgia LP, LLC.
*3.790	Certificate of Limited Partnership of Republic Services of Georgia, Limited Partnership, as amended.
*3.791	Amended and Restated Agreement of Limited Partnership of Republic Services of Georgia, Limited Partnership.
*3.792	Certificate of Incorporation of Republic Services of Indiana LP, Inc.
*3.793	Amended and Restated Bylaws of Republic Services of Indiana LP, Inc.
*3.794	Certificate of Formation of Republic Services of Indiana Transportation, LLC.
*3.795	Operating Agreement of Republic Services of Indiana Transportation, LLC.
*3.796	Certificate of Limited Partnership of Republic Services of Indiana, Limited Partnership.
*3.797	Agreement of Limited Partnership of Republic Services of Indiana, Limited Partnership.
*3.798	Articles of Organization of Republic Services of Kentucky, LLC, as amended.
*3.799	Operating Agreement of Republic Services of Kentucky, LLC.
*3.800	Articles of Organization of Republic Services of Michigan Hauling, LLC.
*3.801	Second Amended and Restated Operating Agreement of Michigan Hauling, LLC.
*3.802	Certificate of Incorporation of Republic Services of Michigan Holding Company, Inc.
*3.803	Amended and Restated Bylaws of Republic Services of Michigan Holding Company, Inc.
*3.804	Articles of Organization of Republic Services of Michigan I, LLC.
*3.805	Second Amended and Restated Operating Agreement of Republic Services of Michigan I, LLC.
*3.806	Articles of Organization of Republic Services of Michigan II, LLC.
*3.807	Second Amended and Restated Operating Agreement of Republic Services of Michigan II, LLC.
*3.808	Articles of Organization of Republic Services of Michigan III, LLC.
*3.809	Second Amended and Restated Operating Agreement of Republic Services of Michigan III, LLC.
*3.810	Articles of Organization of Republic Services of Michigan IV, LLC.
*3.811	Second Amended and Restated Operating Agreement of Republic Services of Michigan IV, LLC.
*3.812	Articles of Organization of Republic Services of Michigan V, LLC.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.813	Second Amended and Restated Operating Agreement of Republic Services of Michigan V, LLC.
*3.814	Certificate of Formation of Republic Services of New Jersey, LLC (f/k/a Republic Services of New Jersey I, LLC), as amended.
*3.815	Third Amended and Restated Operating Agreement of Republic Services of New Jersey, LLC.
*3.816	Articles of Organization of Republic Services of North Carolina, LLC.
*3.817	Operating Agreement of Republic Services of North Carolina, LLC.
*3.818	Articles of Organization of Republic Services of Ohio Hauling, LLC, as amended.
*3.819	Second Amended and Restated Operating Agreement of Republic Services of Ohio Hauling, LLC.
*3.820	Articles of Organization of Republic Services of Ohio I, LLC, as amended.
*3.821	Second Amended and Restated Operating Agreement of Republic Services of Ohio I, LLC.
*3.822	Articles of Organization of Republic Services of Ohio II, LLC, as amended.
*3.823	Second Amended and Restated Operating Agreement of Republic Services of Ohio II, LLC.
*3.824	Articles of Organization of Republic Services of Ohio III, LLC, as amended.
*3.825	Second Amended and Restated Operating Agreement of Republic Services of Ohio III, LLC.
*3.826	Articles of Organization of Republic Services of Ohio IV, LLC, as amended.
*3.827	Second Amended and Restated Operating Agreement of Republic Services of Ohio IV, LLC.
*3.828	Certificate of Formation of Republic Services of Pennsylvania, LLC.
*3.829	Second Amended and Restated Operating Agreement of Republic Services of Pennsylvania, LLC.
*3.830	Certificate of Formation of Republic Services of South Carolina, LLC.
*3.831	Second Amended and Restated Operating Agreement of Republic Services of South Carolina, LLC.
*3.832	Certificate of Formation of Republic Services of Southern California, LLC.
*3.833	Operating Agreement of Republic Services of Southern California, LLC.
*3.834	Articles of Organization of Republic Services of Virginia, LLC, as amended.
*3.835	Operating Agreement of Republic Services of Virginia, LLC.
*3.836	Certificate of Formation of Republic Services of Wisconsin GP, LLC (f/k/a Republic Services of Wisconsin GP, Inc.).
*3.837	Operating Agreement of Republic Services of Wisconsin GP, LLC.
*3.838	Certificate of Formation of Republic Services of Wisconsin LP, LLC (f/k/a Republic Services of Wisconsin LP, Inc.).
*3.839	Operating Agreement of Republic Services of Wisconsin LP, LLC.
*3.840	Certificate of Limited Partnership of Republic Services of Wisconsin, Limited Partnership, as amended.
*3.841	Amended and Restated Agreement of Limited Partnership of Republic Services of Wisconsin, Limited Partnership.
*3.842	Articles of Incorporation of Republic Services Real Estate Holding, Inc.
*3.843	Amended and Restated Bylaws of Republic Services Real Estate Holding, Inc.
*3.844	Certificate of Formation of Republic Services Vasco Road, LLC (f/k/a Republic Services of California Hauling, LLC), as amended.
*3.845	Second Amended and Restated Operating Agreement of Republic Services Vasco Road, LLC.
*3.846	Articles of Incorporation of Republic Silver State Disposal, Inc. (f/k/a RI/SSDS Acquisition Corp., f/k/a RI/SSDS Merger Corp.), as amended.
*3.847	Amended and Restated Bylaws of Republic Silver State Disposal, Inc.
*3.848	Certificate of Formation of Republic Waste Services of Southern California, LLC (f/k/a Taormina Industries, LLC), as amended.
*3.849	Fourth Amended and Restated Operating Agreement for Republic Waste Services of Southern California, LLC (f/k/a Taormina Industries, LLC).
*3.850	Certificate of Incorporation of Republic Waste Services of Texas GP, Inc.
*3.851	Amended and Restated Bylaws of Republic Waste Services of Texas GP, Inc.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.852	Certificate of Incorporation of Republic Waste Services of Texas LP, Inc.
*3.853	Amended and Restated Bylaws of Republic Waste Services of Texas LP, Inc.
*3.854	Certificate of Limited Partnership of Republic Waste Services of Texas, Ltd. (f/k/a Republic Waste Services of Texas, Inc.), as amended.
*3.855	Amended and Restated Texas Limited Partnership Agreement of Republic Waste Services of Texas, Ltd.
*3.856	Articles of Incorporation of Resource Recovery, Inc.
*3.857	Amended and Restated Bylaws of Resource Recovery, Inc.
*3.858	Articles of Incorporation of RI/Alameda Corp.
*3.859	Amended and Restated Bylaws of RI/Alameda Corp.
*3.860	Articles of Incorporation of Richmond Sanitary Service, Inc.
*3.861	Second Amended and Restated Bylaws of Richmond Sanitary Service, Inc.
*3.862	Certificate of Limited Partnership of Rio Grande Valley Landfill TX, LP.
*3.863	Agreement of Limited Partnership of Rio Grande Valley Landfill TX, LP, as amended.
*3.864	Certificate of Incorporation of Risk Services, Inc.
*3.865	Amended and Restated Bylaws of Risk Services, Inc.
*3.866	Certificate of Formation of RITM, LLC (f/k/a Letco, LLC), as amended.
*3.867	Second Amended and Restated Operating Agreement of RITM, LLC.
*3.868	Articles of Incorporation of Rock Road Industries, Inc.
*3.869	Amended and Restated Bylaws of Rock Road Industries, Inc.
*3.870	Articles of Incorporation of Ross Bros. Waste & Recycling Co.
*3.871	Amended and Restated Bylaws of Ross Bros. Waste & Recycling Co.
*3.872	Articles of Incorporation of Rossman Sanitary Service, Inc.
*3.873	Amended and Restated Bylaws of Rossman Sanitary Service, Inc.
*3.874	Articles of Incorporation of Roxana Landfill, Inc. (f/k/a Laidlaw Waste Systems (Madison) Inc., f/k/a GSX Corporation of Illinois), as amended.
*3.875	Amended and Restated Bylaws of Roxana Landfill, Inc.
*3.876	Articles of Incorporation of Royal Holdings, Inc.
*3.877	Bylaws of Royal Holdings, Inc.
*3.878	Certificate of Limited Partnership of Royal Oaks Landfill TX, LP.
*3.879	Agreement of Limited Partnership of Royal Oaks Landfill TX, LP.
*3.880	Certificate of Formation of Rubbish Control, L.L.C. (f/k/a Ventura County LLC).
*3.881	Second Amended and Restated Operating Agreement of Rubbish Control, LLC.
*3.882	Certificate of Limited Partnership of RWS Transport, L.P.
*3.883	Agreement of Limited Partnership of RWS Transport, L.P.
*3.884	Articles of Incorporation of S & S Recycling, Inc.
*3.885	Amended and Restated Bylaws of S & S Recycling, Inc.
*3.886	Certificate of Formation of S Leasing Company, LLC, as amended.
*3.887	Limited Liability Company Agreement of S Leasing Company, LLC, as amended.
*3.888	Articles of Incorporation of Saline County Landfill, Inc.
*3.889	Amended and Restated Bylaws of Saline County Landfill, Inc.
*3.890	Articles of Organization of San Diego Landfill Systems, LLC.
*3.891	Operating Agreement of San Diego Landfill Systems, LLC.
*3.892	Articles of Incorporation of San Marcos NCRRF, Inc.
*3.893	Bylaws of San Marcos NCRRF, Inc.
*3.894	Certificate of Formation of Sand Valley Holdings, L.L.C. (f/k/a Liberty Waste Services Holdings, L.L.C.), as amended.

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

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.937	Articles of Incorporation of Suburban Warehouse, Inc.
*3.938	Amended and Restated Bylaws of Suburban Warehouse, Inc.
*3.939	Articles of Incorporation of Summit Waste Systems, Inc.
*3.940	Amended and Restated Bylaws of Summit Waste Systems, Inc.
*3.941	Articles of Incorporation of Sunrise Sanitation Service, Inc.
*3.942	Bylaws of Sunrise Sanitation Service, Inc.
*3.943	Articles of Incorporation of Sunset Disposal Service, Inc. (f/k/a Pacific Paper Transport Company), as amended.
*3.944	Bylaws of Sunset Disposal Service, Inc.
*3.945	Articles of Incorporation of Sunset Disposal, Inc.
*3.946	Amended and Restated Bylaws of Sunset Disposal, Inc.
*3.947	Articles of Incorporation of Sycamore Landfill, Inc.
*3.948	Amended and Restated Bylaws of Sycamore Landfill, Inc.
*3.949	Articles of Incorporation of Tate's Transfer Systems, Inc.
*3.950	Amended and Restated Bylaws of Tate's Transfer Systems, Inc.
*3.951	Articles of Incorporation of Tay-Ban Corporation, as amended.
*3.952	Amended and Restated Bylaws of Tay-Ban Corporation.
*3.953	Certificate of Incorporation of Taylor Ridge Landfill, Inc. (f/k/a Draw Acquisition Company Twenty-Two), as amended.
*3.954	Bylaws of Taylor Ridge Landfill, Inc. (f/k/a Draw Acquisition Company Twenty-Two).
*3.955	Certificate of Incorporation of Tennessee Union County Landfill, Inc.
*3.956	Bylaws of Tennessee Union County Landfill, Inc.
*3.957	Certificate of Limited Partnership of Tessman Road Landfill TX, LP.
*3.958	Agreement of Limited Partnership of Tessman Road Landfill TX, LP.
*3.959	Articles of Incorporation of The Ecology Group, Inc. (f/k/a Ecology Group, Incorporated), as amended.
*3.960	Amended and Restated Bylaws of The Ecology Group, Inc.
*3.961	Articles of Incorporation of Thomas Disposal Service, Inc.
*3.962	Bylaws of Thomas Disposal Service, Inc.
*3.963	Partnership Agreement of Tippecanoe County Waste Services Partnership.
*3.964	Certificate of Incorporation of Tom Luciano's Disposal Service, Inc.
*3.965	Amended and Restated Bylaws of Tom Luciano's Disposal Service, Inc.
*3.966	Articles of Organization of Total Roll-Offs, L.L.C.
*3.967	Operating Agreement of Total Roll-Offs, L.L.C.
*3.968	Certificate of Incorporation of Total Solid Waste Recyclers, Inc. (f/k/a Total Solid Waste Coordinators, Inc.), as amended.
*3.969	Amended and Restated Bylaws of Total Solid Waste Recyclers, Inc.
*3.970	Certificate of Incorporation of Tricil (N.Y.), Inc. (f/k/a Tricil (U.S.) Inc., f/k/a Tricil U.S., Ltd., f/k/a Seaway Disposal Systems, Inc., f/k/a Wilbur F. Hunt, Inc.), as amended.
*3.971	Bylaws of Tricil (N.Y.), Inc.
*3.972	Articles of Incorporation of Tri-County Refuse Service, Inc.
*3.973	Amended and Restated Bylaws of Tri-County Refuse Service, Inc.
*3.974	Articles of Incorporation of Tri-State Recycling Services, Inc.
*3.975	Amended and Restated Bylaws of Tri-State Recycling Services, Inc.
*3.976	Articles of Incorporation of Tri-State Refuse Corporation, as amended.
*3.977	Bylaws of Tri-State Refuse Corporation.
*3.978	Certificate of Limited Partnership of Turkey Creek Landfill TX, LP, as amended.

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<u>Exhibit</u> <u>Number</u>	<u>Description</u>
*3.979	Agreement of Limited Partnership of Turkey Creek Landfill TX, LP.
*3.980	Articles of Incorporation of United Disposal Service, Inc. (f/k/a HDS, Incorporated), as amended.
*3.981	Amended and Restated Bylaws of United Disposal Service, Inc.
*3.982	Articles of Incorporation of Upper Rock Island County Landfill, Inc.
*3.983	Amended and Restated Bylaws of Upper Rock Island County Landfill, Inc.
*3.984	Articles of Incorporation of Valley Landfills, Inc.
*3.985	Amended and Restated Bylaws of Valley Landfills, Inc.
*3.986	Certificate of Limited Partnership of Victoria Landfill TX, LP, as amended.
*3.987	Agreement of Limited Partnership of Victoria Landfill TX, LP, as amended.
*3.988	Articles of Organization of Vining Disposal Service, Inc., as amended.
*3.989	Bylaws of Vining Disposal Service, Inc., as amended.
*3.990	Partnership Agreement of Warrick County Development Company.
*3.991	Articles of Incorporation of Wasatch Regional Landfill, Inc.
*3.992	Bylaws of Wasatch Regional Landfill, Inc.
*3.993	Articles of Incorporation of Waste Control Systems, Inc. (f/k/a Peltier Enterprises, Inc.), as amended.
*3.994	Amended and Restated Bylaws of Waste Control Systems, Inc.
*3.995	Certificate of Incorporation of Waste Services of New York, Inc. (f/k/a Allied Waste Industries of New York), as amended.
*3.996	Amended and Restated Bylaws of Waste Services of New York, Inc.
*3.997	Articles of Incorporation of Wastehaul, Inc.
*3.998	Amended and Restated Bylaws of Wastehaul, Inc.
*3.999	Articles of Organization of Wayne County Land Development, LLC.
*3.1000	Operating Agreement of Wayne County Land Development, LLC.
*3.1001	Certificate of Incorporation of Wayne County Landfill IL, Inc.
*3.1002	Bylaws of Wayne County Landfill IL, Inc.
*3.1003	Articles of Organization of Wayne Developers, LLC.
*3.1004	Operating Agreement of Wayne Developers, LLC.
*3.1005	Articles of Incorporation of WDTR, Inc. (f/k/a Woodburn Trucking Inc.), as amended.
*3.1006	Amended and Restated Bylaws of WDTR, Inc.
*3.1007	Certificate of Formation of Webster Parish Landfill, L.L.C.
*3.1008	Limited Liability Company Agreement of Webster Parish Landfill, L.L.C.
*3.1009	Articles of Incorporation of West Contra Costa Energy Recovery Company.
*3.1010	Second Amended and Restated Bylaws of West Contra Costa Energy Recovery Company.
*3.1011	Articles of Incorporation of West Contra Costa Sanitary Landfill, Inc.
*3.1012	Second Amended and Restated Bylaws of West Contra Costa Sanitary Landfill, Inc.
*3.1013	Articles of Incorporation of West County Landfill, Inc.
*3.1014	Second Amended and Restated Bylaws of West County Landfill, Inc.
*3.1015	Articles of Incorporation of West County Resource Recovery, Inc.
*3.1016	Second Amended and Restated Bylaws of West County Resource Recovery, Inc.
*3.1017	Certificate of Limited Partnership of Whispering Pines Landfill TX, LP, as amended.
*3.1018	Agreement of Limited Partnership of Whispering Pines Landfill TX, LP, as amended.
*3.1019	Articles of Incorporation of Willamette Resources, Inc. (f/k/a Sanitation Equipment Leasing, Inc., f/k/a Peltier Equipment Leasing Corp.), as amended.
*3.1020	Amended and Restated Bylaws of Willamette Resources, Inc.
*3.1021	Articles of Incorporation of Williams County Landfill Inc.
*3.1022	Amended and Restated Bylaws of Williams County Landfill Inc.

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<u>Exhibit Number</u>	<u>Description</u>
*3.1023	Certificate of Formation of Willow Ridge Landfill, LLC (f/k/a Peerless Landfill, LLC), as amended.
*3.1024	Operating Agreement of Willow Ridge Landfill, LLC (f/k/a Peerless Landfill, LLC).
*3.1025	Articles of Incorporation of WJR Environmental, Inc.
*3.1026	Bylaws of WJR Environmental, Inc. (f/k/a Rabanco Acquisition Company Five).
*3.1027	Articles of Incorporation of Woodlake Sanitary Service, Inc.
*3.1028	Amended and Restated Bylaws of Woodlake Sanitary Service, Inc.
*3.1029	Articles of Incorporation of Zakaroff Services (f/k/a Western Rubbish Service, Inc., f/k/a Kandilian Enterprises, Inc.), as amended.
*3.1030	Second Amended and Restated Bylaws of Zakaroff Services.
4.1	Indenture, dated as of September 8, 2009, by and between Republic Services, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, including form of Debt Security (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K filed on September 9, 2009).
4.2	First Supplemental Indenture, dated as of September 8, 2009, to the Indenture dated as of September 8, 2009, by and among Republic Services, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee, including the form of 5.500% Notes due 2019 (incorporated by reference to Exhibit 4.2 to Republic's Current Report on Form 8-K dated September 9, 2009).
4.3	Indenture, dated as of November 25, 2009, by and between Republic Services, Inc. and U.S. Bank National Association, as trustee, including form of Debt Security (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K filed on November 25, 2009).
4.4	First Supplemental Indenture, dated as of November 25, 2009, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 5.25% Notes due 2021 (incorporated by reference to Exhibit 4.2 to Republic's Current Report on Form 8-K dated November 25, 2009).
4.5	Second Supplemental Indenture, dated as of March 4, 2010, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 5.00% Notes due 2020 (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K dated March 4, 2010).
4.6	Third Supplemental Indenture, dated as of March 4, 2010, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 6.20% Notes due 2020 (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K dated March 4, 2010).
4.7	Registration Rights Agreement, dated as of September 8, 2009, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, Barclays Capital Inc. and J.P. Morgan Securities Inc., as representatives of the several initial purchasers named therein, relating to \$650.0 million aggregate principal amount of 5.500% Notes due 2019 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated September 9, 2009).
4.8	Registration Rights Agreement, dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, RBS Securities Inc., BNP Paribas Securities Corp. and Wells Fargo Securities, LLC, as representatives of the several initial purchasers named therein, relating to \$600.0 million aggregate principal amount of 5.25% Notes due 2021 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated November 25, 2009).
4.9	Registration Rights Agreement, dated as of March 4, 2010, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC, as representatives of the several initial purchasers named therein, relating to \$850.0 million aggregate principal amount of 5.00% Notes due 2020 and \$650.0 million aggregate principal amount of 6.20% Notes due 2040 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated March 4, 2010).
5.1	Opinion of Mayer Brown LLP with respect to the exchange notes.
12.1	Statement of computation of ratios of earnings to fixed charges.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of Mayer Brown LLP (contained in Exhibit 5.1).

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<u>Exhibit Number</u>	<u>Description</u>
24.1	Powers of attorney (included in signature pages of the Registration Statement).
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon Trust Company, N.A.
25.2	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association.
99.1	Form of Letter of Transmittal.

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

MAYER • BROWN

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606-4637

Main Tel +1 312 782 0600
Main Fax +1 312 701 7711
www.mayerbrown.com

May 6, 2010

Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054

Ladies and Gentlemen:

We have acted as counsel for Republic Services, Inc., a Delaware corporation (the "Company"), in connection with the preparation of a Registration Statement on Form S-4 (the "Registration Statement"), including the prospectus constituting a part thereof (the "Prospectus"), to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offers to exchange (the "Exchange Offers") the Company's 5.00% notes due 2020, 5.25% notes due 2021, 5.50% notes due 2019 and 6.20% notes due 2040 (collectively, the "New Notes") which will be registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 5.00% notes due 2020, 5.25% notes due 2021, 5.50% notes due 2019 and 6.20% notes due 2040 (collectively, the "Original Notes"), respectively. The New Notes will be guaranteed, jointly and severally (the "New Note Guarantees"), by all of the Company's subsidiaries that guarantee the Company's revolving credit facilities (the "Guarantors"). Each series of Original Notes were issued, and the New Notes will be issued, under one of two indentures (each, an "Indenture"): (i) the Indenture, dated September 8, 2009, between the Company, certain subsidiaries of the Company named therein and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented from time to time, or (ii) the Indenture, dated November 25, 2009, between the Company, certain subsidiaries of the Company named therein and U.S. Bank National Association, as trustee, as supplemented from time to time.

In connection with our opinion, we have examined: (a) the Registration Statement, including the Prospectus and the exhibits (including those incorporated by reference); (b) the Company's Certificate of Incorporation and By-Laws, each as amended to date; (c) the Indentures; (d) the forms of the New Notes and New Note Guarantees; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In our examination of the above referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. Also, we have relied as to certain factual matters on information obtained from public officials, officers of the Company and Guarantors and other sources believed by us to be responsible.

Mayer Brown LLP operates in combination with our associated English limited liability partnership and Hong Kong partnership (and its associated entities in Asia) and is associated with Taulil & Chequer Advogados, a Brazilian law partnership.

Based upon and subject to the foregoing and the matters set forth herein, assuming that each of the Indentures have been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the applicable trustee, and when the Registration Statement, including any amendments thereto, shall have become effective under the Securities Act and the Indentures shall have been duly qualified under the Trust Indenture Act of 1939, as amended, and having regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The New Notes, when duly executed and delivered by or on behalf of the Company in the form contemplated by the applicable Indenture upon the terms set forth in the applicable Exchange Offer and authenticated by the applicable trustee, will be legally issued and valid and binding obligations of the Company enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2. The New Note Guarantees, when the New Note Guarantees are duly executed and delivered by or on behalf of the Guarantors in the form contemplated by the applicable Indenture upon the terms set forth in the applicable Exchange Offer and authenticated by the applicable trustee, will be legally issued and valid and binding obligations of the Guarantors enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion concerning the contents of the Registration Statement or the Prospectus, other than as to the validity of the New Notes. We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York and the General Corporation Law of the State of Delaware (the "DGCL"). To the extent any document relevant to this opinion provides that it is governed by the laws of a jurisdiction other than the State of New York, we are nevertheless rendering this opinion as if such document were governed by the internal laws of the State of New York. The New Notes may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date of this opinion, which laws are subject to change with possible retroactive effect.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus which is filed as part of the Registration Statement, and to the filing of this opinion as an exhibit to such Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Mayer Brown LLP

Republic Services, Inc.
Ratio of Earnings to Fixed Charges

	(Unaudited) Three Months Ended March 31, 2010	Year Ended December 31,				
		2009	2008	2007	2006	2005
Earnings:						
Income before income taxes	\$ 116.2	\$ 865.0	\$ 159.3	\$ 468.1	\$ 443.7	\$ 409.2
Interest expense	134.5	595.9	131.9	94.8	95.8	81.0
Interest component of rent	3.2	14.2	3.1	2.6	2.9	3.2
Total earnings for ratio	\$ 253.9	\$ 1,475.1	\$ 294.3	\$ 565.5	\$ 542.4	\$ 493.4
Fixed Charges:						
Interest expense	\$ 134.5	\$ 595.9	\$ 131.9	\$ 94.8	\$ 95.8	\$ 81.0
Capitalized interest	0.9	7.8	2.6	3.0	2.7	2.0
Interest component of rent	3.2	14.2	3.1	2.6	2.9	3.2
Total interest for ratio	\$ 138.6	\$ 617.9	\$ 137.6	\$ 100.4	\$ 101.4	\$ 86.2
Ratio of earnings to fixed charges	1.83	2.39	2.14	5.63	5.35	5.72

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in this Registration Statement (Form S-4) and related Prospectus of Republic Services, Inc. for the registration of its 5.00% Notes due 2020, 5.25% Notes due 2021, 5.50% notes due 2019, and 6.20% Notes due 2040 and to the incorporation by reference therein of our reports dated February 24, 2010, with respect to the consolidated financial statements of Republic Services, Inc., and the effectiveness of internal control over financial reporting of Republic Services, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2009, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Phoenix, Arizona
April 29, 2010

FORM T-1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

95-3571558
(I.R.S. employer
identification no.)

(State of incorporation
if not a U.S. national bank)

700 South Flower Street
Suite 500
Los Angeles, California
(Address of principal executive offices)

90017
(Zip code)

REPUBLIC SERVICES, INC.
(Exact name of obligor as specified in its charter)

65-0716904
(I.R.S. employer
identification no.)

Delaware
(State or other jurisdiction of
incorporation or organization)

Additional Registrants

Guarantor/Registrant Name	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Alabama Recycling Services, Inc.	Alabama	63-1125333
Autauga County Landfill, LLC	Alabama	87-0708224
GEK, Inc.	Alabama	63-1059042
Allied Waste Industries (Arizona), Inc.	Arizona	76-0353315
Allied Waste Industries (Southwest), Inc.	Arizona	86-0834266
Allied Waste Systems of Arizona, LLC	Arizona	20-4754255
Apache Junction Landfill Corporation	Arizona	86-0807383
Cactus Waste Systems, LLC	Arizona	74-0193806
Central Arizona Transfer, Inc.	Arizona	20-3469072
Mesa Disposal, Inc.	Arizona	86-0641823
Midway Development Company, Inc.	Arizona	20-1234650
Pinal County Landfill Corp.	Arizona	86-0834267
Republic Services of Arizona Hauling, LLC	Arizona	65-0872472
Summit Waste Systems, Inc.	Arizona	86-0940236
Tri-State Refuse Corporation	Arizona	86-0205736
A D A J Corporation	California	95-3996398
Allied Waste of California, Inc.	California	86-0841277
Allied Waste Transfer Services of California, LLC	California	20-4735721
Atlas Transport, Inc.	California	95-2454199
Bay Collection Services, Inc.	California	68-0423276
Bay Environmental Management, Inc.	California	94-2547085
Bay Landfills, Inc.	California	68-0423275

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Bay Leasing Company, Inc.	California	68-0206342
Berkeley Sanitary Service, Inc.	California	68-0205653
BLT Enterprises of Oxnard, Inc.	California	77-0404336
Borrego Landfill, Inc.	California	33-0777844
Browning-Ferris Industries of California, Inc.	California	95-2772010
Charter Evaporation Resource Recovery Systems	California	68-0195486
Crockett Sanitary Service, Inc.	California	68-0395297
Delta Container Corporation	California	94-1751866
Delta Paper Stock, Co.	California	94-2523340
Elder Creek Transfer & Recovery, Inc.	California	68-0461018
Forward, Inc.	California	94-1544481
Golden Bear Transfer Services, Inc.	California	20-1197062
Imperial Landfill, Inc.	California	86-0972399
Independent Trucking Company	California	94-1752713
International Disposal Corp. of California	California	94-2229685
Keller Canyon Landfill Company	California	77-0222614
La Cañada Disposal Company, Inc.	California	95-4108930
Lathrop Sunrise Sanitation Corporation	California	68-0349203
Oceanside Waste & Recycling Services	California	95-4516562
Otay Landfill, Inc.	California	33-0777847
Palomar Transfer Station, Inc.	California	33-0777845
Perdomo & Sons, Inc.	California	95-2759289
Ramona Landfill, Inc.	California	33-0777841
RI/Alameda Corp.	California	65-1049389
Richmond Sanitary Service, Inc.	California	68-0204974

<u>Guarantor/Registrant Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
San Diego Landfill Systems, LLC	California	20-2391637
San Marcos NCRRF, Inc.	California	33-0777842
Solano Garbage Company	California	94-2537922
Sunrise Sanitation Service, Inc.	California	94-2737713
Sunset Disposal Service, Inc.	California	94-2449716
Sycamore Landfill, Inc.	California	33-0777839
West Contra Costa Energy Recovery Company	California	68-0050806
West Contra Costa Sanitary Landfill, Inc.	California	68-0206389
West County Landfill, Inc.	California	68-0206346
West County Resource Recovery, Inc.	California	68-0206339
Zakaroff Services	California	95-3941388
Allied Waste Systems of Colorado, LLC	Colorado	20-4911774
Bunting Trash Service, Inc.	Colorado	84-0744234
Denver RL North, Inc.	Colorado	86-1005476
Frontier Waste Services (Colorado), LLC	Colorado	91-2121802
Republic Services of Colorado Hauling, LLC	Colorado	65-0872366
Republic Services of Colorado I, LLC	Colorado	65-0872372
Abilene Landfill TX, LP	Delaware	26-0015748
Allied Enviroengineering, Inc.	Delaware	76-0294430
Allied Gas Recovery Systems, L.L.C.	Delaware	86-0912667
Allied Green Power, Inc.	Delaware	59-3771629
Allied Nova Scotia, Inc.	Delaware	86-0898257
Allied Services, LLC	Delaware	86-0897719
Allied Waste Alabama, Inc.	Delaware	86-0836214
Allied Waste Company, Inc.	Delaware	76-0294431

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Allied Waste Environmental Management Group, LLC	Delaware	20-4987213
Allied Waste Holdings (Canada) Ltd.	Delaware	86-0911064
Allied Waste Industries, Inc.	Delaware	88-0228636
Allied Waste Landfill Holdings, Inc.	Delaware	52-2044846
Allied Waste North America, Inc.	Delaware	86-0843596
Allied Waste of New Jersey-New York, LLC	Delaware	86-0911491
Allied Waste Recycling Services of New Hampshire, LLC	Delaware	20-5406806
Allied Waste Rural Sanitation, Inc.	Delaware	91-1886463
Allied Waste Services of Colorado, Inc.	Delaware	26-1208222
Allied Waste Services of North America, LLC	Delaware	20-1838910
Allied Waste Sycamore Landfill, LLC	Delaware	30-0076497
Allied Waste Systems Holdings, Inc.	Delaware	59-2068174
Allied Waste Systems of Indiana, LLC	Delaware	20-8044243
Allied Waste Systems, Inc.	Delaware	36-2750252
Allied Waste Transfer Services of Arizona, LLC	Delaware	20-5130289
Allied Waste Transfer Services of Rhode Island, LLC	Delaware	20-5046235
Allied Waste Transportation, Inc.	Delaware	52-2044848
American Disposal Services of Illinois, Inc.	Delaware	13-3831976
American Disposal Services of New Jersey, Inc.	Delaware	36-4229718
American Disposal Services of West Virginia, Inc.	Delaware	36-4206387
American Disposal Services, Inc.	Delaware	13-3858494
American Disposal Transfer Services of Illinois, Inc.	Delaware	36-4210454

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Anson County Landfill NC, LLC	Delaware	52-2044849
Ariana, LLC	Delaware	65-0886342
Attwoods of North America, Inc.	Delaware	98-0066273
AWIN Leasing Company, Inc.	Delaware	76-0351502
AWIN Management, Inc.	Delaware	76-0353318
BBCO, Inc.	Delaware	20-2103652
BFGSI, L.L.C.	Delaware	Not Applicable
BFI Atlantic, Inc.	Delaware	76-0367890
BFI Energy Systems of Albany, Inc.	Delaware	76-0293880
BFI Energy Systems of Delaware County, Inc.	Delaware	76-0489490
BFI Energy Systems of Hempstead, Inc.	Delaware	76-0167169
BFI Energy Systems of Niagara II, Inc.	Delaware	86-0997176
BFI Energy Systems of Niagara, Inc.	Delaware	76-0346826
BFI Energy Systems of SEMASS, Inc.	Delaware	76-0489491
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware	76-0293894
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware	76-0353600
BFI International, Inc.	Delaware	98-0055699
BFI REF-FUEL, INC.	Delaware	76-0293907
BFI Trans River (GP), Inc.	Delaware	76-0490105
BFI Transfer Systems of Alabama, LLC	Delaware	86-1024458
BFI Transfer Systems of DC, LLC	Delaware	Not Applicable
BFI Transfer Systems of Georgia, LLC	Delaware	86-1024457
BFI Transfer Systems of Maryland, LLC	Delaware	86-1026339
BFI Transfer Systems of Mississippi, LLC	Delaware	86-1026340

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BFI Transfer Systems of Texas, LP	Delaware	86-1024535
BFI Transfer Systems of Virginia, LLC	Delaware	86-1024453
BFI Waste Services of Indiana, LP	Delaware	86-1024528
BFI Waste Services of Tennessee, LLC	Delaware	Not Applicable
BFI Waste Services of Texas, LP	Delaware	86-1024527
BFI Waste Services, LLC	Delaware	86-1006825
BFI Waste Systems of Alabama, LLC	Delaware	86-1024529
BFI Waste Systems of Arkansas, LLC	Delaware	86-1024531
BFI Waste Systems of Georgia, LLC	Delaware	86-1024530
BFI Waste Systems of Indiana, LP	Delaware	86-1024534
BFI Waste Systems of Kentucky, LLC	Delaware	86-1024543
BFI Waste Systems of Louisiana, LLC	Delaware	86-1024541
BFI Waste Systems of Mississippi, LLC	Delaware	86-1024539
BFI Waste Systems of Missouri, LLC	Delaware	86-1024540
BFI Waste Systems of North America, LLC	Delaware	41-1696636
BFI Waste Systems of North Carolina, LLC	Delaware	86-1024538
BFI Waste Systems of South Carolina, LLC	Delaware	Not Applicable
BFI Waste Systems of Tennessee, LLC	Delaware	86-1024463
BFI Waste Systems of Virginia, LLC	Delaware	86-1024461
Blue Ridge Landfill TX, LP	Delaware	86-1024533
Bond County Landfill, Inc.	Delaware	86-0968446
Brenham Total Roll-Offs, LP	Delaware	86-1038622
Bridgeton Landfill, LLC	Delaware	86-0898487
Bridgeton Transfer Station, LLC	Delaware	42-1583102
Browning-Ferris Financial Services, Inc.	Delaware	76-0485106

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Browning-Ferris Industries of Florida, Inc.	Delaware	74-1819238
Browning-Ferris Industries of Illinois, Inc.	Delaware	31-1697534
Browning-Ferris Industries of Ohio, Inc.	Delaware	74-6186941
Browning-Ferris Industries, LLC	Delaware	74-1673682
Browning-Ferris Services, Inc.	Delaware	90-0112928
Brunswick Waste Management Facility, LLC	Delaware	86-0898494
Butler County Landfill, LLC	Delaware	86-0898479
Camelot Landfill TX, LP	Delaware	86-0913826
CC Landfill, Inc.	Delaware	86-0930050
Cefe Landfill TX, LP	Delaware	20-2761828
Chilton Landfill, LLC	Delaware	86-0979028
Cocopah Landfill, Inc.	Delaware	86-0979654
Compactor Rental Systems of Delaware, Inc.	Delaware	65-0723614
Consolidated Disposal Service, L.L.C.	Delaware	65-0844469
Continental Waste Industries, L.L.C.	Delaware	11-2909512
Copper Mountain Landfill, Inc.	Delaware	86-0980013
County Disposal (Ohio), Inc.	Delaware	13-3831975
County Disposal, Inc.	Delaware	13-3831974
County Landfill, Inc.	Delaware	13-3850472
Courtney Ridge Landfill, LLC	Delaware	86-0979799
Crow Landfill TX, L.P.	Delaware	52-2044854
D & L Disposal, L.L.C.	Delaware	37-1355114
East Chicago Compost Facility, Inc.	Delaware	26-3472299
E Leasing Company, LLC	Delaware	86-1013760
ECDC Environmental of Humboldt County, Inc.	Delaware	91-1901449

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ECDC Holdings, Inc.	Delaware	86-0897722
Ellis County Landfill TX, LP	Delaware	52-2044857
Ellis Scott Landfill MO, LLC	Delaware	52-2044859
Environmental Development Corp.	Delaware	35-1783546
Envirotech, Inc.	Delaware	36-3485658
Envotech-Illinois L.L.C.	Delaware	37-1355113
Evergreen Scavenger Service, Inc.	Delaware	36-4179870
Evergreen Scavenger Service, L.L.C.	Delaware	36-4172002
Forest View Landfill, LLC	Delaware	86-0979824
Fort Worth Landfill TX, LP	Delaware	86-0899429
Galveston County Landfill TX, LP	Delaware	26-0015758
General Refuse Rolloff Corp.	Delaware	52-2093347
Georgia Recycling Services, Inc.	Delaware	58-2178434
Giles Road Landfill TX, LP	Delaware	20-3365888
Golden Triangle Landfill TX, LP	Delaware	26-0015711
Great Lakes Disposal Service, Inc.	Delaware	36-2642310
Great Plains Landfill OK, LLC	Delaware	52-2044861
Greenwood Landfill TX, LP	Delaware	91-2098721
Gulf West Landfill TX, LP	Delaware	26-0015867
H Leasing Company, LLC	Delaware	86-1013761
Itasca Landfill TX, LP	Delaware	26-0015841
Jefferson City Landfill, LLC	Delaware	86-0898553
Kandel Enterprises, LLC	Delaware	26-1602664
Kerrville Landfill TX, LP	Delaware	26-0015826
Lee County Landfill SC, LLC	Delaware	52-2044865

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Lemons Landfill, LLC	Delaware	86-0898495
Lewisville Landfill TX, LP	Delaware	26-0015695
Liberty Waste Holdings, Inc.	Delaware	52-2049620
Liberty Waste Services Limited, L.L.C.	Delaware	34-1812746
Liberty Waste Services of McCook, L.L.C.	Delaware	23-2883645
Little Creek Landing, LLC	Delaware	68-0562490
Local Sanitation of Rowan County, L.L.C.	Delaware	61-1342580
Lucas County Land Development, Inc.	Delaware	86-1042740
Mars Road TX, LP	Delaware	20-3905016
McCarty Road Landfill TX, LP	Delaware	26-0015687
Mesquite Landfill TX, LP	Delaware	86-0897693
Mexia Landfill TX, LP	Delaware	26-0015674
Mountain Home Disposal, Inc.	Delaware	94-3284171
N Leasing Company, LLC	Delaware	86-1013762
NationsWaste, Inc.	Delaware	25-1774253
Ncorp, Inc.	Delaware	86-1013502
New York Waste Services, LLC	Delaware	86-1005076
Northeast Landfill, LLC	Delaware	72-1564964
Ohio Republic Contracts, II, Inc.	Delaware	65-1024354
Ottawa County Landfill, Inc.	Delaware	59-2068171
Packerton Land Company, L.L.C.	Delaware	23-2930927
Panama Road Landfill, TX, L.P.	Delaware	86-1036043
Pine Hill Farms Landfill TX, LP	Delaware	86-0899426
Pinecrest Landfill OK, LLC	Delaware	52-2044866
Pleasant Oaks Landfill TX, LP	Delaware	91-1927530

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Polk County Landfill, LLC	Delaware	86-1036041
Republic Services Financial LP, Inc.	Delaware	65-1008378
Republic Services Financial, Limited Partnership	Delaware	65-1008373
Republic Services Group, LLC	Delaware	65-0984987
Republic Services Holding Company, Inc.	Delaware	65-0984982
Republic Services of California Holding Company, Inc.	Delaware	65-0984976
Republic Services of California II, LLC	Delaware	65-0872373
Republic Services of Florida GP, Inc.	Delaware	65-0963062
Republic Services of Florida LP, Inc.	Delaware	65-0963063
Republic Services of Florida, Limited Partnership	Delaware	65-0965470
Republic Services of Georgia GP, LLC	Delaware	65-0963065
Republic Services of Georgia LP, LLC	Delaware	65-0963064
Republic Services of Georgia, Limited Partnership	Delaware	65-0965473
Republic Services of Indiana LP, Inc.	Delaware	65-1012407
Republic Services of Indiana Transportation, LLC	Delaware	06-1642141
Republic Services of Indiana, Limited Partnership	Delaware	65-1012411
Republic Services of Michigan Holding Company, Inc.	Delaware	65-0984978
Republic Services of New Jersey, LLC	Delaware	65-1050939
Republic Services of Pennsylvania, LLC	Delaware	65-1012129
Republic Services of South Carolina, LLC	Delaware	65-1023675
Republic Services of Southern California, LLC	Delaware	65-1242656
Republic Services of Wisconsin GP, LLC	Delaware	65-0984993
Republic Services of Wisconsin LP, LLC	Delaware	65-0984994
Republic Services of Wisconsin, Limited Partnership	Delaware	65-0984991

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Republic Services Vasco Road, LLC	Delaware	65-0936716
Republic Waste Services of Southern California, LLC	Delaware	65-0845646
Republic Waste Services of Texas GP, Inc.	Delaware	65-0964350
Republic Waste Services of Texas LP, Inc.	Delaware	65-0963006
Rio Grande Valley Landfill TX, LP	Delaware	26-0015192
Risk Services, Inc.	Delaware	76-0162247
RITM, LLC	Delaware	51-0345295
Royal Oaks Landfill TX, LP	Delaware	91-2098725
Rubbish Control, LLC	Delaware	65-0844465
RWS Transport, L.P.	Delaware	27-0061136
S Leasing Company, LLC	Delaware	86-1013763
Sand Valley Holdings, L.L.C.	Delaware	51-0391894
Sangamon Valley Landfill, Inc.	Delaware	86-0970304
Show-Me Landfill, LLC	Delaware	86-0898621
Southeast Landfill, LLC	Delaware	86-0898482
Southwest Landfill TX, LP	Delaware	26-0015177
Standard Waste, Inc.	Delaware	37-1049834
Taylor Ridge Landfill, Inc.	Delaware	86-0970061
Tennessee Union County Landfill, Inc.	Delaware	86-0980095
Tessman Road Landfill TX, LP	Delaware	20-3365914
Turkey Creek Landfill TX, LP	Delaware	86-0899439
Victoria Landfill TX, LP	Delaware	26-0015157
Wayne County Landfill IL, Inc.	Delaware	52-2044868
Webster Parish Landfill, L.L.C.	Delaware	62-1772690
Whispering Pines Landfill TX, LP	Delaware	26-0015118

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Willow Ridge Landfill, LLC	Delaware	86-1004978
Allied Waste Transfer Services of Florida, LLC	Florida	20-3534645
Delta Dade Recycling Corp.	Florida	65-1048925
Delta Resources Corp.	Florida	65-0891249
Delta Site Development Corp.	Florida	65-0936999
Delta Waste Corp.	Florida	65-0919421
Envirocycle, Inc.	Florida	65-0243954
Gulfcoast Waste Service, Inc.	Florida	65-0577644
Manumit of Florida, Inc.	Florida	58-2065448
Republic Services Aviation, Inc.	Florida	65-0959331
Schofield Corporation of Orlando	Florida	59-3047860
Allied Waste Hauling of Georgia, Inc.	Georgia	86-0842495
Allied Waste Industries of Georgia, Inc.	Georgia	86-0842496
Central Virginia Properties, LLC	Georgia	20-0767660
Gateway Landfill, LLC	Georgia	83-0337817
Golden Waste Disposal, Inc.	Georgia	58-1849752
Price & Sons Recycling Company	Georgia	65-0249986
S & S Recycling, Inc.	Georgia	58-2237428
Wayne Developers, LLC	Georgia	26-0637318
Ada County Development Company, Inc.	Idaho	20-0333823
Allied Waste Services of Page, Inc.	Idaho	82-0336097
American Sanitation, Inc.	Idaho	82-0469055
ADS of Illinois, Inc.	Illinois	36-4243045
Allied Waste Industries of Illinois, Inc.	Illinois	36-3915626
Arc Disposal Company, Inc.	Illinois	36-2386793

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Area Disposal, Inc.	Illinois	36-3766465
Borrow Pit Corp.	Illinois	Not Applicable
Brickyard Disposal & Recycling, Inc.	Illinois	37-0948710
CWI of Illinois, Inc.	Illinois	38-3073435
Environmental Reclamation Company	Illinois	37-1140323
Fred Barbara Trucking Co., Inc.	Illinois	36-3030929
Illinois Landfill, Inc.	Illinois	35-1811975
Illinois Recycling Services, Inc.	Illinois	36-3587447
Illinois Valley Recycling, Inc.	Illinois	36-3754225
Ingrum Waste Disposal, Inc.	Illinois	36-4252595
Kankakee Quarry, Inc.	Illinois	71-0938626
LandComp Corporation	Illinois	36-3813024
Lee County Landfill, Inc.	Illinois	37-1360924
Liberty Waste Services of Illinois, L.L.C.	Illinois	52-1960161
Loop Recycling, Inc.	Illinois	36-3107689
Loop Transfer, Incorporated	Illinois	36-3376490
Northlake Transfer, Inc.	Illinois	20-1513744
RCS, Inc.	Illinois	37-1270589
Roxana Landfill, Inc.	Illinois	43-1352176
Saline County Landfill, Inc.	Illinois	37-1208674
Shred — All Recycling Systems Inc.	Illinois	36-3583146
Southern Illinois Regional Landfill, Inc.	Illinois	22-3032671
Streator Area Landfill, Inc.	Illinois	36-3207276
Suburban Transfer, Inc.	Illinois	36-4048153
Suburban Warehouse, Inc.	Illinois	36-3714060

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Tri-State Recycling Services, Inc.	Illinois	36-3768524
Upper Rock Island County Landfill, Inc.	Illinois	36-3159198
Agricultural Acquisitions, LLC	Indiana	20-5469750
Allied Waste Industries of Northwest Indiana, Inc.	Indiana	86-0807381
Benton County Development Company	Indiana	45-0527882
Clinton County Landfill Partnership	Indiana	20-0836700
County Line Landfill Partnership	Indiana	86-0900027
DTC Management, Inc.	Indiana	35-2090758
Illiana Disposal Partnership	Indiana	86-0900028
Jasper County Development Company Partnership	Indiana	Not Applicable
Key Waste Indiana Partnership	Indiana	86-0900031
Lake County C & D Development Partnership	Indiana	86-1007828
Newton County Landfill Partnership	Indiana	86-0899962
Springfield Environmental General Partnership	Indiana	91-2078723
Tippecanoe County Waste Services Partnership	Indiana	20-1305645
Warrick County Development Company	Indiana	20-1429593
Wastehaul, Inc.	Indiana	35-1616387
Allied Waste Transfer Services of Iowa, LLC	Iowa	20-2721565
Jetter Disposal, Inc.	Iowa	36-4221455
American Disposal Services of Kansas, Inc.	Kansas	48-0841017
Resource Recovery, Inc.	Kansas	48-1034034
Sunset Disposal, Inc.	Kansas	48-0915496
Benson Valley Landfill General Partnership	Kentucky	20-3351757
Blue Ridge Landfill General Partnership	Kentucky	91-2079015
Green Valley Landfill General Partnership	Kentucky	91-2078719

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Morehead Landfill General Partnership	Kentucky	Not Applicable
Republic Services of Kentucky, LLC	Kentucky	65-0972931
Crescent Acres Landfill, LLC	Louisiana	20-3620449
Frontier Waste Services of Louisiana L.L.C.	Louisiana	Not Applicable
Jefferson Parish Development Company, LLC	Louisiana	20-3590498
St. Bernard Parish Development Company, LLC	Louisiana	20-3590527
Browning-Ferris, Inc.	Maryland	74-1990096
Calvert Trash Systems, Incorporated	Maryland	52-1701593
Honeygo Run Reclamation Center, Inc.	Maryland	52-1781270
Prince George's County Landfill, LLC	Maryland	68-0564610
Allied Acquisition Two, Inc.	Massachusetts	Not Applicable
Allied Waste Services of Massachusetts, LLC	Massachusetts	86-1024452
Atlantic Waste Holding Company, Inc.	Massachusetts	42-1548814
BFI Transfer Systems of Massachusetts, LLC	Massachusetts	86-1024454
BFI Waste Systems of Massachusetts, LLC	Massachusetts	86-1024544
Browning-Ferris Industries, Inc.	Massachusetts	04-1254350
F. P. McNamara Rubbish Removal, Inc.	Massachusetts	04-2400121
Vining Disposal Service, Inc.	Massachusetts	04-2534061
Adrian Landfill, Inc.	Michigan	38-1799679
Allied Waste Systems of Michigan, LLC	Michigan	20-3358409
C & C Expanded Sanitary Landfill, LLC	Michigan	20-2540046
Central Sanitary Landfill, Inc.	Michigan	38-2917813
Citizens Disposal, Inc.	Michigan	38-2521526
City-Star Services, Inc.	Michigan	38-1841203
Clarkston Disposal, Inc.	Michigan	38-2872489

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Dinverno, Inc.	Michigan	38-2318347
Eagle Industries Leasing, Inc.	Michigan	38-3188507
FLL, Inc.	Michigan	38-2679508
G. Van Dyken Disposal Inc.	Michigan	38-2998205
Harland's Sanitary Landfill, Inc.	Michigan	38-2016636
Oakland Heights Development, Inc.	Michigan	38-2388322
Reliable Disposal, Inc.	Michigan	38-2301483
Republic Services of Michigan Hauling, LLC	Michigan	65-0872289
Republic Services of Michigan I, LLC	Michigan	65-0872399
Republic Services of Michigan II, LLC	Michigan	65-0872398
Republic Services of Michigan III, LLC	Michigan	65-0872397
Republic Services of Michigan IV, LLC	Michigan	65-0872396
Republic Services of Michigan V, LLC	Michigan	65-0872395
Royal Holdings, Inc.	Michigan	38-3244832
Sanitary Disposal Service, Inc.	Michigan	38-2283539
Sauk Trail Development, Inc.	Michigan	38-2489474
Standard Disposal Services, Inc.	Michigan	38-2261256
Standard Environmental Services, Inc.	Michigan	38-3353218
Tay-Ban Corporation	Michigan	38-2605338
Tri-County Refuse Service, Inc.	Michigan	38-3293469
Woodlake Sanitary Service, Inc.	Minnesota	41-0673360
Hancock County Development Company, LLC	Mississippi	20-3546528
Harrison County Landfill, LLC	Mississippi	72-1569826
Jackson County Landfill, LLC	Mississippi	86-1055245
Mississippi Waste Paper Company	Mississippi	64-0817153

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Autoshred, Inc.	Missouri	43-1030222
Belleville Landfill, Inc.	Missouri	37-1037997
CWI of Missouri, Inc.	Missouri	43-1527951
Missouri City Landfill, LLC	Missouri	47-0921988
Rock Road Industries, Inc.	Missouri	43-1509575
St. Joseph Landfill, LLC	Missouri	20-1475879
Tate's Transfer Systems, Inc.	Missouri	43-1587860
Thomas Disposal Service, Inc.	Missouri	43-1058393
Allied Waste Systems of Montana, LLC	Montana	20-4777694
Oscar's Collection System of Fremont, Inc.	Nebraska	47-0756617
Browning-Ferris Industries Chemical Services, Inc.	Nevada	74-1362353
Republic Dumpco, Inc.	Nevada	65-0772299
Republic Environmental Technologies, Inc.	Nevada	65-0768398
Republic Silver State Disposal, Inc.	Nevada	65-0768402
Allied Transfer Systems of New Jersey, LLC	New Jersey	86-0982078
Allied Waste of New Jersey, Inc.	New Jersey	22-3525350
Allied Waste Systems of New Jersey, LLC	New Jersey	86-0982077
American Materials Recycling Corp.	New Jersey	22-3211753
Automated Modular Systems, Inc.	New Jersey	22-2830098
BFI Energy Systems of Essex County, Inc.	New Jersey	76-0167158
BFI Transfer Systems of New Jersey, Inc.	New Jersey	22-3308380
BFI Waste Systems of New Jersey, Inc.	New Jersey	22-1755133
Browning-Ferris Industries of New Jersey, Inc.	New Jersey	22-2095920
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey	22-1947106
Newco Waste Systems of New Jersey, Inc.	New Jersey	16-1188724

<u>Guarantor/Registrant Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Tom Luciano's Disposal Service, Inc.	New Jersey	22-2035629
Total Solid Waste Recyclers, Inc.	New Jersey	22-2647500
Allied Waste Industries (New Mexico), Inc.	New Mexico	85-0444394
Allied Waste Niagara Falls Landfill, LLC	New York	20-4809296
Allied Waste of Long Island, Inc.	New York	86-0896185
Allied Waste Transfer Services of New York, LLC	New York	20-3651091
American Transfer Company, Inc.	New York	11-3189094
Browning-Ferris Industries of New York, Inc.	New York	14-1496692
CECOS International, Inc.	New York	16-1069544
Island Waste Services Ltd.	New York	11-2815030
Menands Environmental Solutions, LLC	New York	20-1644884
Tricil (N.Y.), Inc.	New York	16-0875255
Waste Services of New York, Inc.	New York	22-3515302
Wayne County Land Development, LLC	New York	20-1687434
Allied Waste Systems of North Carolina, LLC	North Carolina	20-3626667
Allied Waste Transfer Services of North Carolina, LLC	North Carolina	20-3147983
Lake Norman Landfill, Inc.	North Carolina	56-2076617
Republic Services of North Carolina, LLC	North Carolina	65-0972930
Republic Services Real Estate Holding, Inc.	North Carolina	65-1024362
Allied Waste Transfer Services of Lima, LLC	Ohio	20-3880719
AWIN Leasing II, LLC	Ohio	86-1015694
Carbon Limestone Landfill, LLC	Ohio	20-2059890
Celina Landfill, Inc.	Ohio	31-0813291
Cherokee Run Landfill, Inc.	Ohio	31-1061009
County Environmental Landfill, LLC	Ohio	20-2060052

Guarantor/Registrant Name	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
County Land Development Landfill, LLC	Ohio	20-2059973
Dempsey Waste Systems II, Inc.	Ohio	91-2094398
General Refuse Service of Ohio, L.L.C.	Ohio	Not Applicable
Lorain County Landfill, LLC	Ohio	20-2059931
Lucas County Landfill, LLC	Ohio	20-2060013
Noble Road Landfill, Inc.	Ohio	34-1625432
Ohio Republic Contracts, Inc.	Ohio	65-1024359
Port Clinton Landfill, Inc.	Ohio	20-1095124
Preble County Landfill, Inc.	Ohio	81-0579596
R.C. Miller Enterprises, Inc.	Ohio	34-1727361
R.C. Miller Refuse Service Inc.	Ohio	34-1041193
Republic Ohio Contracts, LLC	Ohio	Not Applicable
Republic Services of Ohio Hauling, LLC	Ohio	65-0872369
Republic Services of Ohio I, LLC	Ohio	65-0872405
Republic Services of Ohio II, LLC	Ohio	65-0872404
Republic Services of Ohio III, LLC	Ohio	65-0872403
Republic Services of Ohio IV, LLC	Ohio	65-0872402
Ross Bros. Waste & Recycling Co.	Ohio	31-1362843
The Ecology Group, Inc.	Ohio	31-1370194
Williams County Landfill Inc.	Ohio	34-1167514
ADS, Inc.	Oklahoma	73-1379293
Allied Waste Services of Stillwater, Inc.	Oklahoma	73-1286140
American Disposal Services of Missouri, Inc.	Oklahoma	73-1417578
BFI Waste Systems of Oklahoma, LLC	Oklahoma	86-1024464
Oklahoma City Landfill, L.L.C.	Oklahoma	86-0901510

<u>Guarantor/Registrant Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Pittsburg County Landfill, Inc.	Oklahoma	73-1379294
Agri-Tech, Inc. of Oregon	Oregon	93-0831569
Albany — Lebanon Sanitation, Inc.	Oregon	93-0593828
Allied Waste Transfer Services of Oregon, LLC	Oregon	20-4682479
Bio-Med of Oregon, Inc.	Oregon	93-0666288
Capitol Recycling and Disposal, Inc.	Oregon	93-1197641
Corvallis Disposal Co.	Oregon	93-0422468
Dallas Disposal Co.	Oregon	93-0686961
Grants Pass Sanitation, Inc.	Oregon	93-1149631
Keller Drop Box, Inc.	Oregon	93-0775047
McInnis Waste Systems, Inc.	Oregon	93-1100152
Peltier Real Estate Company	Oregon	93-0622305
Portable Storage Co.	Oregon	93-0677497
Rossman Sanitary Service, Inc.	Oregon	93-0524701
Source Recycling, Inc.	Oregon	93-0676813
United Disposal Service, Inc.	Oregon	93-0625022
Valley Landfills, Inc.	Oregon	93-0623113
Waste Control Systems, Inc.	Oregon	93-0608475
WDTR, Inc.	Oregon	93-0970896
Willamette Resources, Inc.	Oregon	93-0636217
Allied Acquisition Pennsylvania, Inc.	Pennsylvania	52-2038566
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania	86-1020961
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania	86-1024460
BFI Waste Services of Pennsylvania, LLC	Pennsylvania	86-1020962
Greenridge Reclamation, LLC	Pennsylvania	86-1026336

<u>Guarantor/Registrant Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Greenridge Waste Services, LLC	Pennsylvania	86-1026337
McCusker Recycling, Inc.	Pennsylvania	23-2558840
New Morgan Landfill Company, Inc.	Pennsylvania	23-2645522
Flint Hill Road, LLC	South Carolina	86-1014460
NationsWaste Catawba Regional Landfill, Inc.	South Carolina	58-2376936
Allied Waste Industries of Tennessee, Inc.	Tennessee	62-1589834
Barker Brothers Waste, Incorporated	Tennessee	62-1119788
Browning-Ferris Industries of Tennessee, Inc.	Tennessee	62-0566788
Madison County Development, LLC	Tennessee	20-1187869
Northwest Tennessee Disposal Corporation	Tennessee	22-3091901
Action Disposal, Inc.	Texas	74-2679234
Desarrollo del Rancho La Gloria TX, LP	Texas	81-0636822
El Centro Landfill, L.P.	Texas	75-3088544
Frontier Waste Services, L.P.	Texas	76-0604271
Republic Waste Services of Texas, Ltd.	Texas	65-0963067
South Central Texas Land Co. TX, LP	Texas	81-0363867
Total Roll-Offs, L.L.C.	Texas	74-2895613
Allied Waste Transfer Services of Utah, Inc.	Utah	20-2298486
ECDC Environmental, L.C.	Utah	87-0507247
Frontier Waste Services (Utah), LLC	Utah	Not Applicable
Wasatch Regional Landfill, Inc.	Utah	20-0960443
623 Landfill, Inc.	Virginia	59-3800507
Cumberland County Development Company, LLC	Virginia	20-1645866
Obscurity Land Development, LLC	Virginia	20-5046288
Republic Services of Virginia, LLC	Virginia	65-0976277

<u>Guarantor/Registrant Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
Rabanco Companies	Washington	91-1312267
Rabanco Recycling, Inc.	Washington	91-1406993
Rabanco, Ltd.	Washington	91-0714701
WJR Environmental, Inc.	Washington	91-1525369
Sandy Hollow Landfill Corp.	West Virginia	22-3017041

18500 North Allied Way
Phoenix, Arizona
(Address of principal executive offices)

85054
(Zip code)

5.50% Notes due 2019
and Guarantees of 5.50% Notes due 2019
(Title of the indenture securities)

1. **General information. Furnish the following information as to the trustee:**

(a) **Name and address of each examining or supervising authority to which it is subject.**

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, D.C. 20219
Federal Reserve Bank	San Francisco, California 94105
Federal Deposit Insurance Corporation	Washington, D.C. 20429

(b) **Whether it is authorized to exercise corporate trust powers.**

Yes.

2. **Affiliations with Obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. **List of Exhibits.**

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 30th day of April, 2010.

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

By: /S/ GERALDINE CRESWELL

Name: GERALDINE CRESWELL

Title: VICE PRESIDENT

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2009, published in accordance with Federal regulatory authority instructions.

Dollar Amounts
in Thousands

ASSETS	Dollar Amounts in Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	1,576
Interest-bearing balances	267
Securities:	
Held-to-maturity securities	16
Available-for-sale securities	601,754
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	78,000
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	
Premises and fixed assets (including capitalized leases)	11,186
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	2
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	244,779
Other assets	154,682
Total assets	<u>\$ 1,948,575</u>

LIABILITIES

Deposits:	
In domestic offices	532
Noninterest-bearing	532
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	219,066
Total liabilities	488,289
Not Applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not Applicable	
Retained earnings	337,084
Accumulated other comprehensive income	682
Other equity capital components	0
Not Available	
Total bank equity capital	1,460,286
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	1,460,286
Total liabilities and equity capital	1,948,575

I, Karen Bayz, Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Troy Kilpatrick, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1
STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota
(Address of principal executive offices)

55402
(Zip Code)

Brenda D. Black
U.S. Bank National Association
101 North First Avenue, 16th Floor
Phoenix, AZ 85003
(602) 257-5331
(Name, address and telephone number of agent for service)

Republic Services, Inc.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

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

18500 North Allied Way, Phoenix, AZ
(Address of Principal Executive Offices)

85054
(Zip Code)

\$850,000,000 5.00% Notes due 2020
\$600,000,000 5.25% Notes due 2021
\$650,000,000 6.20% Notes due 2040

(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*
Trustee is authorized to exercise corporate trust powers.

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

In answering this item, the trustee has relied, in part, upon information furnished by the obligor and the underwriters, and has also examined its own books and records for the purpose of answering this item.

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business.*
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached hereto as Exhibit 6.
7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority is annexed hereto as Exhibit 7 and made a part hereof.

* Incorporated by reference to Registration Number 333-128217.

Copies of the Articles of Association of the trustee, as now in effect, a certificate of authority to commence business and a certificate of authority to exercise corporate trust powers are on file with the Securities and Exchange Commission as Exhibits with corresponding exhibit numbers to the Form T-1 of Revlon Consumer Products Corporation, filed pursuant to Section 305(b)(2) of the Trust Indenture Act of 1939, as amended, on November 15, 2005 (Registration No. 333-128217), and are incorporated herein by reference.

** Incorporated by reference to Registration Number 333-159463.

Copies of the existing bylaws of the Trustee, amended March 4, 2009, are on file with the Securities and Exchange Commission as Exhibits with corresponding exhibit numbers to the Form T-1 of Magma Design Automation Inc. filed pursuant to Section 305(b) (2) of the Trust Indenture Act of 1939, as amended, on August 24, 2009, and are incorporated herein by reference.

NOTE

The answers to this statement insofar as such answers relate to what persons have been underwriters for any securities of the obligors within three years prior to the date of filing this statement, or what persons are owners of 10% or more of the voting securities of the obligors, or affiliates, are based upon information furnished to the Trustee by the obligors.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Phoenix, State of Arizona on the 30th of April, 2010.

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Brenda D. Black

Brenda D. Black
Vice President

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: April 30, 2010

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Brenda D. Black

Brenda D. Black
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 12/31/2009
(\$000's)

Assets	
Cash and Due from Depository Institutions	\$ 6,198,904
Federal Reserve Stock	0
Securities	43,054,635
Federal Funds	3,431,853
Loans & Lease Financing Receivables	189,772,027
Fixed Assets	3,681,749
Intangible Assets	13,399,731
Other Assets	16,837,231
Total Assets	\$ 276,376,130
Liabilities	
Deposits	\$ 194,253,182
Fed Funds	1,328,575
Treasury Demand Notes	8,820,111
Trading Liabilities	345,396
Other Borrowed Money	31,068,244
Acceptances	0
Subordinated Notes and Debentures	7,629,967
Other Liabilities	6,705,043
Total Liabilities	\$ 250,150,518
Equity	
Minority Interest in Subsidiaries	\$ 0
Common and Preferred Stock	18,200
Surplus	12,642,020
Undivided Profits	11,935,945
Noncontrolling (minority) interests in consolidated subsidiaries	1,629,447
Total Equity Capital	\$ 26,225,612
Total Liabilities and Equity Capital	\$ 276,376,130

Republic Services, Inc.
LETTER OF TRANSMITTAL FOR THE
OFFERS TO EXCHANGE
all outstanding unregistered 5.00% Notes due 2020
(\$850,000,000 aggregate principal amount)
for
5.00% Notes due 2020
that have been registered under the Securities Act of 1933
and
all outstanding unregistered 5.25% Notes due 2021
(\$600,000,000 aggregate principal amount)
for
5.25% Notes due 2021
that have been registered under the Securities Act of 1933
and
all outstanding unregistered 5.50% Notes due 2019
(\$650,000,000 aggregate principal amount)
for
5.50% Notes due 2019
that have been registered under the Securities Act of 1933
and
all outstanding unregistered 6.20% Notes due 2040
(\$650,000,000 aggregate principal amount)
for
6.20% Notes due 2040
that have been registered under the Securities Act of 1933

The exchange offers will expire at 5:00 p.m., New York City time, on _____, 2010 unless any exchange offer is extended by Republic Services, Inc., in its sole discretion.

Tenders of unregistered notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date (as defined below).

In the case of the 5.00% Notes due 2020, 5.25% Notes due 2021 and 6.20% Notes due 2040:

Deliver To:

By Mail:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance Dept.

By Overnight Mail or Courier:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance Dept.

By Facsimile (for Eligible Institutions Only):

(651) 495-8158

For Information or Confirmation by Telephone:

(800) 934-6802

In the case of the 5.50% Notes due 2019:

Deliver To:

By Mail:

The Bank of New York Mellon Corporation
Corporate Trust Operations
Reorganization Unit
101 Barclay Street — 7 East
New York, NY 10286
Attn: Ms. Diane Amoroso

By Overnight Mail or Courier:

The Bank of New York Mellon Corporation
Corporate Trust Operations
Reorganization Unit
101 Barclay Street — 7 East
New York, NY 10286
Attn: Ms. Diane Amoroso

By Facsimile (for Eligible Institutions Only):

(212) 298-1915

For Information or Confirmation by Telephone:

(212) 815-2742

Delivery of this letter of transmittal to an address, or transmission via facsimile, other than to the applicable exchange agent as set forth above, will not constitute a valid delivery. The method of delivery of all documents, including certificates, is at the risk of the holder. Instead of delivery by mail, we recommend that holders use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery prior to the expiration of the applicable exchange offer. You should read the instructions accompanying this letter of transmittal carefully before you complete this letter of transmittal.

The undersigned acknowledges that he or she has received the prospectus dated _____, 2010 of Republic Services, Inc., and this letter of transmittal and the instructions hereto, which together constitute Republic Services, Inc.'s offers to exchange:

- \$850,000,000 aggregate principal amount of unregistered 5.00% notes due 2020 for 5.00% notes due 2020, which have been registered under the Securities Act of 1933, as amended;
- \$600,000,000 aggregate principal amount of unregistered 5.25% notes due 2021 for 5.25% notes due 2021, which have been registered under the Securities Act of 1933, as amended;
- \$650,000,000 aggregate principal amount of unregistered 5.50% notes due 2019 for 5.50% notes due 2019, which have been registered under the Securities Act of 1933, as amended; and
- \$650,000,000 aggregate principal amount of unregistered 6.20% notes due 2040 for 6.20% notes due 2040, which have been registered under the Securities Act of 1933, as amended.

The term "Expiration Date" shall mean 5:00 p.m., New York City time, on _____, 2010, unless Republic Services, Inc., in its sole discretion, extends the applicable exchange offer, in which case the term shall mean the latest date and time to which the applicable exchange offer is extended. Whenever we refer to the unregistered 5.00% notes due 2020, the unregistered 5.25% notes due 2021, the unregistered 5.50% notes due 2019 and the unregistered 6.20% notes due 2040, we will refer to them as the "unregistered notes." Whenever we refer to the 5.00% notes due 2020, the 5.25% notes due 2021, the 5.50% notes due 2019 and the 6.20% notes due 2040, the offer of which has been registered under the Securities Act, we will refer to them as the "exchange notes." All other terms used but not defined herein have the meaning given to them in the prospectus.

This letter of transmittal is to be used if certificates representing unregistered notes are to be physically delivered to the applicable exchange agent by Holders (as defined below). Delivery of this letter of transmittal and any other required documents must be made to the applicable exchange agent. Delivery of documents to The Depository Trust Company ("DTC") does not constitute delivery to an exchange agent.

The term "Holder" as used herein means any person in whose name unregistered notes are registered on the books of Republic Services, Inc., or any other person who has obtained a properly completed bond power from the registered holder, or any person whose unregistered notes are held of record by DTC who desires to deliver such unregistered notes by book-entry transfer at DTC.

Any Holder of unregistered notes who wishes to tender such unregistered notes must, prior to the Expiration Date, either: (1) complete, sign and deliver this letter of transmittal, or a facsimile thereof, to the applicable exchange agent in person or to the address or facsimile number set forth above and tender (and not withdraw) such unregistered notes, or (2) if a tender of unregistered notes is to be made by book-entry transfer to the account maintained by the applicable exchange agent at DTC, confirm such book-entry transfer, including the delivery of an agent's message (a "Book-Entry Confirmation"), in each case in accordance with the procedures for tendering described under the caption "Instructions" in this letter of transmittal.

Upon the terms and subject to the conditions of the applicable exchange offer, the acceptance for exchange of the unregistered notes validly tendered and not withdrawn and the issuance of the exchange notes will be made promptly following the Expiration Date. For the purposes of the exchange offer, Republic Services, Inc., shall be deemed to have accepted for exchange validly tendered unregistered notes when, as and if Republic Services, Inc., has given written notice thereof to the applicable exchange agent.

The undersigned has completed, executed and delivered this letter of transmittal to indicate the action the undersigned desires to take with respect to the applicable exchange offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW. YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING

THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE APPLICABLE EXCHANGE AGENT.

Please list below the unregistered notes to which this letter of transmittal relates. If the space provided below is inadequate, the certificate numbers and principal amounts should be listed on a separate signed schedule, attached hereto. All tenders must be in minimum denominations of \$2,000 and larger integral multiples of \$1,000.

DESCRIPTION OF UNREGISTERED 5.00% NOTES DUE 2020			
Name(s) and Address(es) of Holder(s) (Please fill in, if Blank)	Type of Security Tendered	Certificate Number(s) (Attach Signed List, if Necessary)	Aggregate Principal Amount Tendered
Total principal amount of unregistered notes tendered:			

- o CHECK HERE IF TENDERED UNREGISTERED 5.00% NOTES DUE 2020 ARE BEING DELIVERED BY DTC TO THE APPLICABLE EXCHANGE AGENT'S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING:

Name of tendering institution: .

DTC book-entry account: .

Transaction code no.: .

DESCRIPTION OF UNREGISTERED 5.25% NOTES DUE 2021			
Name(s) and Address(es) of Holder(s) (Please fill in, if Blank)	Type of Security Tendered	Certificate Number(s) (Attach Signed List, if Necessary)	Aggregate Principal Amount Tendered
Total principal amount of unregistered notes tendered:			

- o CHECK HERE IF TENDERED UNREGISTERED 5.25% NOTES DUE 2021 ARE BEING DELIVERED BY DTC TO THE APPLICABLE EXCHANGE AGENT'S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING:

Name of tendering institution: .

DTC book-entry account: .

Transaction code no.: .

DESCRIPTION OF UNREGISTERED 5.50% NOTES DUE 2019			
Name(s) and Address(es) of Holder(s) (Please fill in, if Blank)	Type of Security Tendered	Certificate Number(s) (Attach Signed List, if Necessary)	Aggregate Principal Amount Tendered
Total principal amount of unregistered notes tendered:			

o CHECK HERE IF TENDERED UNREGISTERED 5.50% NOTES DUE 2019 ARE BEING DELIVERED BY DTC TO THE APPLICABLE EXCHANGE AGENT'S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING:

Name of tendering institution: .

DTC book-entry account: .

Transaction code no.: .

DESCRIPTION OF UNREGISTERED 6.20% NOTES DUE 2040			
Name(s) and Address(es) of Holder(s) (Please fill in, if Blank)	Type of Security Tendered	Certificate Number(s) (Attach Signed List, if Necessary)	Aggregate Principal Amount Tendered
Total principal amount of unregistered notes tendered:			

o CHECK HERE IF TENDERED UNREGISTERED 6.20% NOTES DUE 2040 ARE BEING DELIVERED BY DTC TO THE APPLICABLE EXCHANGE AGENT'S ACCOUNT AT DTC AND COMPLETE THE FOLLOWING:

Name of tendering institution: .

DTC book-entry account: .

Transaction code no.: .

Ladies and Gentlemen:

Subject to the terms and conditions of the exchange offers, the undersigned hereby tenders to Republic Services, Inc., the principal amount of unregistered notes indicated above. Subject to and effective upon the acceptance for exchange of the principal amount of unregistered notes tendered hereby in accordance with this letter of transmittal and the accompanying instructions, the undersigned sells, assigns and transfers to, or upon the order of, Republic Services, Inc., all right, title and interest in and to the unregistered notes tendered hereby. The undersigned hereby irrevocably constitutes and appoints the applicable exchange agent its agent and attorney-in-fact (with full knowledge that the applicable exchange agent also acts as agent of Republic Services, Inc., and as trustee under the indenture for the unregistered notes and the exchange notes) with respect to the tendered unregistered notes with full power of substitution to (1) deliver certificates for such unregistered notes to Republic Services, Inc., or transfer ownership of such unregistered notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity to, or upon the order of, Republic Services, Inc., and (2) present such unregistered notes for transfer on the books of Republic Services, Inc., and receive all benefits and otherwise exercise all rights of beneficial ownership of such unregistered notes, all in accordance with the terms of the applicable exchange offer. The power of attorney granted in this paragraph shall be deemed irrevocable and coupled with an interest.

The undersigned hereby represents and warrants that he or she has full power and authority to tender, exchange, sell, assign and transfer the unregistered notes tendered hereby and to acquire the exchange notes issuable upon the exchange of the unregistered notes, and that Republic Services, Inc., will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim, when the same are acquired by Republic Services, Inc. The undersigned also acknowledges that the applicable exchange offer is being made in reliance upon an interpretation by the staff of the Securities and Exchange Commission that the exchange notes issued in exchange for the unregistered notes pursuant to the applicable exchange offer may be offered for sale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased such unregistered notes directly from Republic Services, Inc., for resale pursuant to Rule 144A or any other available exemption under the Securities Act or a holder that is an "affiliate" of Republic Services, Inc., as defined in Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, *provided* that such exchange notes are acquired by a non-affiliate of Republic Services, Inc., in the ordinary course of such holder's business and such holders have no arrangement or understanding with any person to participate in the distribution of such exchange notes.

The undersigned Holder represents and warrants that

- (a) any exchange notes to be received by it will be acquired in the ordinary course of business,
- (b) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes,
- (c) it is not an "affiliate" (as defined in Rule 405 under the Securities Act) of Republic Services, Inc., or any guarantor,
- (d) if the undersigned is a broker-dealer, it has not entered into any arrangement or understanding with Republic Services, Inc., or any "affiliate" of Republic Services, Inc., as defined in Rule 405 promulgated under the Securities Act to distribute the exchange notes,
- (e) if the undersigned is a broker-dealer, the undersigned further represents and warrants that, if it will receive exchange notes for its own account in exchange for unregistered notes that were acquired as a result of market-making activities or other trading activities, the undersigned will deliver a prospectus meeting the requirements of the Securities Act (for which purposes, the delivery of the prospectus, as the same may be hereafter supplemented or amended, shall be sufficient) in connection with any resale of exchange notes received in the exchange offer, and
- (f) the undersigned Holder is not acting on behalf of any person or entity that could not truthfully make these representations.

Any broker-dealer acknowledging that it will deliver, and by delivering, a prospectus meeting the requirements of the Securities Act in connection with any resale of exchange notes, will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the applicable exchange agent or Republic Services, Inc., to be necessary or desirable to complete the exchange, assignment and transfer of the

unregistered notes tendered hereby or transfer of ownership of such unregistered notes on the account books maintained by a book-entry transfer facility.

The undersigned understands and agrees that Republic Services, Inc., reserves the right not to accept tendered unregistered notes from any tendering Holder if Republic Services, Inc., determines, in its sole and absolute discretion, that its ability to proceed with the applicable exchange offer would be impaired by a pending or threatened action or proceeding with respect to the applicable exchange offer or that such acceptance could result in a violation of applicable securities laws.

For purposes of the exchange offers, Republic Services, Inc., shall be deemed to have accepted validly tendered unregistered notes when, as and if Republic Services, Inc., has given oral or written notice thereof to the applicable exchange agent. If any tendered unregistered notes are not accepted for exchange pursuant to the applicable exchange offer for any reason, such unaccepted or non-exchanged unregistered notes will be returned to the address shown below or to a different address as may be indicated herein under "Special Delivery Instructions," without expense to the tendering Holder thereof, (or, in the case of tender by book-entry transfer into the applicable exchange agent's account at the book-entry transfer facility pursuant to the book-entry transfer procedures described in the prospectus under the caption "The Exchange Offers — Book-Entry Transfer," such non-exchanged notes will be credited to an account maintained with such book-entry transfer facility) as promptly as practicable after the expiration or termination of the exchange offer.

The undersigned understands and acknowledges that Republic Services, Inc., reserves the right in its sole discretion to purchase or make offers for any unregistered notes that remain outstanding subsequent to the Expiration Date or, as set forth in the prospectus under the caption "The Exchange Offers — Expiration Date; Extensions; Amendment; Termination," to terminate the exchange offers and, to the extent permitted by applicable law, purchase unregistered notes in the open market, in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the exchange offers.

The undersigned understands that tenders of unregistered notes pursuant to the procedures described under the caption "The Exchange Offers — Procedures for Tendering" in the prospectus and in the instructions hereto will constitute a binding agreement between the undersigned and Republic Services, Inc., upon the terms and subject to the conditions of the applicable exchange offer. The undersigned also agrees that acceptance of any tendered unregistered notes by Republic Services, Inc., and the issuance of exchange notes in exchange therefor shall constitute performance in full by Republic Services, Inc., of its obligations under the applicable exchange offer and applicable Registration Rights Agreement and that, upon the issuance of the exchange notes, Republic Services, Inc., will have no further obligations or liabilities thereunder (except in certain limited circumstances).

All authority conferred or agreed to be conferred by this letter of transmittal shall survive the death, incapacity or dissolution of the undersigned and every obligation under this letter of transmittal shall be binding upon the undersigned's heirs, personal representatives, successors and assigns. This tender may be withdrawn only in accordance with the procedures set forth in the prospectus and in this letter of transmittal.

By acceptance of the applicable exchange offer, each broker-dealer that receives exchange notes pursuant to the applicable exchange offer hereby acknowledges and agrees that, upon the receipt of notice by Republic Services, Inc., of the happening of any event that makes any statement in the prospectus untrue in any material respect or that requires the making of any changes in the prospectus in order to make the statements therein not misleading (which notice Republic Services, Inc., agrees to deliver promptly to such broker-dealer), such broker-dealer will suspend use of the prospectus until Republic Services, Inc., has amended or supplemented the prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented prospectus to such broker-dealer.

The undersigned understands and agrees that unless he or she otherwise indicates under "Special Registration Instructions," the certificates representing the exchange notes issued in exchange for the unregistered notes will be issued and any unregistered notes not tendered or not exchanged will be returned in the name(s) of the undersigned (or in either such event in the case of unregistered notes tendered by DTC, by credit to the respective account at DTC). Similarly, unless otherwise indicated under "Special Delivery Instructions," the certificates representing the exchange notes issued in exchange for the unregistered notes will be sent and any unregistered notes not tendered or not exchanged (and accompanying documents, as appropriate) will be returned to the undersigned at the address shown below the undersigned's signatures, unless, in either event, tender is being made through DTC. In the event that both "Special Registration Instructions" and "Special Delivery Instructions" are completed, the certificates representing the exchange notes issued in exchange for the unregistered notes will be issued and any unregistered notes not tendered or not exchanged will be returned in the name(s) of, and said certificates will be sent to, the person(s) so indicated. The undersigned recognizes that Republic Services, Inc., has no obligations pursuant to the "Special Registration Instructions" and "Special Delivery Instructions" to transfer any unregistered notes from the name of the registered holder(s) thereof if Republic Services, Inc., does not accept for exchange any of the unregistered notes so tendered.

PLEASE SIGN HERE

This letter of transmittal must be signed by the registered Holder(s) of unregistered notes exactly as its (their) name(s) appear(s) on certificate(s) of unregistered notes or, if tendered by a participant in DTC, exactly as such participant's name appears on its security position listing it as the owner of unregistered notes, or by the person(s) authorized to become the registered Holder(s) by endorsements and documents transmitted with this letter of transmittal. If the unregistered notes to which this letter of transmittal relates are held of record by two or more joint Holders, then all such Holders must sign this letter of transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must set forth his or her full title below under "Capacity(ies)" and submit evidence satisfactory to Republic Services, Inc., of such person's authority to so act. (See Instruction 6.) If the signature appearing below is not that of the registered Holder(s) of the unregistered notes, then the registered Holder(s) must sign a valid proxy.

Date: .

Signature(s) of Holder(s) or Authorized Signatory

Date: .

Name(s):

Address: .

(Please Print)

Capacity(ies):

(Including Zip Code)

Area code and telephone no.: .

Employer Identification or Social Security Number(s):

**SIGNATURE GUARANTEE
(SEE INSTRUCTION 1 HEREIN)**

(Name of Eligible Institution Guaranteeing Signatures)

(Address (Including Zip Code) and Telephone Number (Including Area Code) of Eligible Institution)

(Authorized Signatures)

(Printed Names)

(Titles)

Date:

**SPECIAL REGISTRATION
INSTRUCTIONS
(See Instruction 7 herein)**

To be completed ONLY if certificates for unregistered notes in a principal amount not tendered or not accepted for exchange are to be issued in the name of, or the exchange notes issued pursuant to the applicable exchange offer are to be issued to the order of, someone other than the person or persons whose signature(s) appear(s) within this letter of transmittal or issued to an address different from that shown in the box(es) entitled "Description of Unregistered 5.00% Notes Due 2020," "Description of Unregistered 5.25% Notes Due 2021," "Description of Unregistered 5.50% Notes Due 2019" or "Description of Unregistered 6.20% Notes Due 2040," as appropriate, within this letter of transmittal, or if exchange notes tendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at DTC other than the account indicated above.

Name: _____
(Please Print)

Address: _____
(Please Print)

(Zip Code)

Employer Identification of Social Security Number

(See Substitute Form W-9 below)

**SPECIAL DELIVERY
INSTRUCTIONS
(See Instruction 7 herein)**

To be completed ONLY if certificates for unregistered notes in a principal amount not tendered or not accepted for exchange are to be sent to, or the exchange notes issued pursuant to the applicable exchange offer are to be sent to someone other than, the person or persons whose signature(s) appear(s) within this letter of transmittal, or to an address different from that shown in the box(es) entitled "Description of Unregistered 5.00% Notes Due 2020," "Description of Unregistered 5.25% Notes Due 2021," "Description of Unregistered 5.50% Notes Due 2019" or "Description of Unregistered 6.20% Notes Due 2040," as appropriate, within this letter of transmittal, or to be credited to an account maintained at DTC, other than the account indicated above.

Name: _____
(Please Print)

Address: _____
(Please Print)

(Zip Code)

Employer Identification of Social Security Number

(See Substitute Form W-9 below)

INSTRUCTIONS

Forming part of the terms and conditions of the exchange offers

To be completed ONLY if certificates for unregistered notes in a principal amount not tendered or not accepted for exchange are to be sent to, or the exchange notes issued pursuant to the applicable exchange offer are to be sent to someone other than, the person or persons whose signature(s) appear(s) within this letter of transmittal, or to an address different from that shown in the box(es) entitled "Description of Unregistered 5.00% Notes Due 2020," "Description of Unregistered 5.25% Notes Due 2021," "Description of Unregistered 5.50% Notes Due 2019" or "Description of Unregistered 6.20% Notes Due 2040," as appropriate, within this letter of transmittal, or to be credited to an account maintained at DTC, other than the account indicated above.

1. *Guarantee of Signatures.* Signatures on this letter of transmittal (or copy hereof) or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act (an "Eligible Institution") unless the unregistered notes tendered pursuant thereto are tendered (1) by a registered Holder (including any participant in DTC whose name appears on a security position listing as the owner of unregistered notes) who has not completed the box set forth herein entitled "Special Registration Instructions" or "Special Delivery Instructions" of this letter of transmittal or (2) for the account of an Eligible Institution.

2. *Delivery of this Letter of Transmittal and Unregistered Notes.* Certificates for the physically tendered unregistered notes (or a confirmation of a book-entry transfer to the exchange agent at DTC of all unregistered notes tendered electronically), as well as, in the case of physical delivery of unregistered notes, a properly completed and duly executed copy of this letter of transmittal or facsimile hereof and any other documents required by this letter of transmittal must be received by the applicable exchange agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of the tendered unregistered notes, this letter of transmittal and all other required documents, or book-entry transfer and transmission of an Agent's Message by a DTC participant, to the applicable exchange agent are at the election and risk of the Holder and, except as otherwise provided below, the delivery will be deemed made only when actually received by the applicable exchange agent. Instead of delivery by mail, it is recommended that the Holder use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. No letter of transmittal or unregistered notes should be sent to Republic Services, Inc., or DTC.

The applicable exchange agent will make a request to establish an account with respect to the unregistered notes at DTC for purposes of the exchange offer promptly after receipt of the prospectus, and any financial institution that is a participant in DTC may make book-entry delivery of unregistered notes by causing DTC to transfer such unregistered notes into the applicable exchange agent's account at DTC in accordance with the relevant entity's procedures for transfer. However, although delivery of unregistered notes may be effected through book-entry transfer at DTC, an Agent's Message (as defined in the next paragraph) in connection with a book-entry transfer and any other required documents must, in any case, be transmitted to and received by the applicable exchange agent at the address specified on the cover page of the letter of transmittal on or prior to the Expiration Date.

A Holder may tender unregistered notes that are held through DTC by transmitting its acceptance through DTC's Automatic Tender Offer Program, for which the transaction will be eligible, and DTC will then edit and verify the acceptance and send an Agent's Message to the applicable exchange agent for its acceptance. The term "Agent's Message" means a message transmitted by DTC to, and received by, the applicable exchange agent and forming part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from each participant in DTC tendering the unregistered notes and that such participant has received the letter of transmittal and agrees to be bound by the terms of the letter of transmittal and Republic Services, Inc., may enforce such agreement against such participant. Delivery of an Agent's Message will also constitute an acknowledgment from the tendering DTC participant that the representations and warranties set forth on [page 5] of this letter of transmittal are true and correct.

All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered unregistered notes or this letter of transmittal will be determined by Republic Services, Inc., in its sole discretion, which determination will be final and binding. All tendering Holders, by execution of this letter of transmittal (or copy hereof), shall waive any right to receive notice of the acceptance of the unregistered notes for exchange. Republic Services, Inc., reserves the absolute right to reject any and all unregistered notes or letter of transmittal not properly tendered, or any tenders Republic

Services, Inc.'s acceptance of which would, in the opinion of counsel for Republic Services, Inc., be unlawful. Republic Services, Inc., also reserves the absolute right to waive any defects, irregularities or conditions of tender as to particular unregistered notes. Republic Services, Inc.'s interpretation of the terms and conditions of the exchange offers (including the instructions in this letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of unregistered notes must be cured within such time as Republic Services, Inc., shall determine. Although Republic Services, Inc., intends to notify Holders of defects or irregularities with respect to tenders of unregistered notes, none of Republic Services, Inc., the applicable exchange agent or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of unregistered notes, nor shall any of them incur any liability for failure to give such notification. Tenderees of unregistered notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any unregistered notes received by the applicable exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the applicable exchange agent to the tendering Holders of unregistered notes, unless otherwise provided in this letter of transmittal, as soon as practicable following the Expiration Date.

3. *Inadequate Space.* If the space provided is inadequate, the certificate number(s) of the unregistered notes should be listed on a separate signed schedule attached hereto.

4. *Tender by Holder.* Except in limited circumstances, only a registered Holder of unregistered notes or a DTC participant listed on a securities position listing furnished by DTC with respect to the unregistered notes may tender its unregistered notes in the applicable exchange offer. Any beneficial owner of unregistered notes who is not the registered Holder and is not a DTC participant and who wishes to tender should arrange with such registered holder to execute and deliver this letter of transmittal on such beneficial owner's behalf or must, prior to completing and executing this letter of transmittal and delivering such unregistered notes, either make appropriate arrangements to register ownership of the unregistered notes in such beneficial owner's name or obtain a properly completed bond power from the registered holder or properly endorsed certificates representing such unregistered notes.

5. *Partial Tenders; Withdrawals.* Tenderees of unregistered notes will be accepted only in minimum denominations of \$2,000 and larger integral multiples of \$1,000. If less than the entire principal amount of any unregistered notes is tendered, the tendering Holder should fill in the principal amount tendered in the fourth column of the box(es) entitled "Description of Unregistered 5.00% Notes Due 2020," "Description of Unregistered 5.25% Notes Due 2021," "Description of Unregistered 5.50% Notes Due 2019" or "Description of Unregistered 6.20% Notes Due 2019," as appropriate. The entire principal amount of unregistered notes delivered to the applicable exchange agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all unregistered notes is not tendered, unregistered notes for the principal amount of unregistered notes not tendered and a certificate or certificates representing exchange notes issued in exchange of any unregistered notes accepted will be sent to the Holder at his or her registered address, unless a different address is provided in the appropriate box on this letter of transmittal, promptly after the unregistered notes are accepted for exchange.

Except as otherwise provided herein, tenderees of unregistered notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date. To withdraw a tender of unregistered notes in the applicable exchange offer, a written or facsimile transmission notice of withdrawal must be received by the applicable exchange agent at its address set forth herein prior to the Expiration Date. Any such notice of withdrawal must (1) specify the name of the person having deposited the unregistered notes to be withdrawn (the "Depositor"), (2) identify the unregistered notes to be withdrawn (including the certificate number(s) and principal amount of such unregistered notes, or, in the case of unregistered notes transferred by book-entry transfer, the name and number of the account at DTC to be credited), (3) be signed by the Depositor in the same manner as the original signature on the letter of transmittal by which such unregistered notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the registrar with respect to the unregistered notes register the transfer of such unregistered notes into the name of the person withdrawing the tender and (4) specify the name in which any such unregistered notes are to be registered, if different from that of the Depositor. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by Republic Services, Inc., whose determination shall be final and binding on all parties. Any unregistered notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offers and no exchange notes will be issued with respect thereto unless the unregistered notes so withdrawn are validly re-tendered. Any unregistered notes which have been tendered but which are not accepted for exchange by Republic Services, Inc., will be returned to the Holder thereof without cost to such Holder as soon as practicable after withdrawal, rejection of tender or termination of the applicable exchange offer. Properly

withdrawn unregistered notes may be re-tendered by following one of the procedures described in the prospectus under the caption “The Exchange Offers — Procedures for Tendering” at any time prior to the Expiration Date.

6. *Signatures on the Letter of Transmittal; Bond Powers and Endorsements.* If this letter of transmittal (or a copy hereof) is signed by the registered Holder(s) of the unregistered notes tendered hereby, the signature must correspond with the name(s) as written on the face of the unregistered notes without alteration or any change whatsoever.

If any of the unregistered notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If a number of unregistered notes registered in different names are tendered, it will be necessary to complete, sign and submit as many copies of this letter of transmittal as there are different registrations of unregistered notes.

If this letter of transmittal (or a copy hereof) is signed by the registered Holder(s) (which term, for the purposes described herein, shall include a book-entry transfer facility whose name appears on the security listing as the owner of the unregistered notes) of notes tendered and the certificate(s) for exchange notes issued in exchange therefor is to be issued (or any untendered principal amount of unregistered notes is to be reissued) to the registered Holder, such Holder need not and should not endorse any tendered note, nor provide a separate bond power.

If this letter of transmittal (or a copy hereof) is signed by a person other than the registered Holder(s) of notes listed therein, such notes must be endorsed or accompanied by properly completed bond powers which authorize such person to tender the notes on behalf of the registered Holder, in either case signed as the name of the registered Holder(s) appears on the unregistered notes, and with the signatures on the endorsement or bond power guaranteed by an Eligible Institution.

If this letter of transmittal (or a copy hereof) or any unregistered notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, or officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by Republic Services, Inc., evidence satisfactory to Republic Services, Inc., of the authority to so act must be submitted with this letter of transmittal.

Endorsements on unregistered notes or signatures on bond powers required by this Instruction 6 must be guaranteed by an Eligible Institution.

7. *Special Registration and Delivery Instructions.* Tendering Holders should indicate, in the applicable spaces, the name and address to which exchange notes, or unregistered notes for principal amounts not tendered or not accepted for exchange, are to be issued or sent, if different from the name and address of the person signing this letter of transmittal (or in the case of tender of the unregistered notes through DTC, if different from the account maintained at DTC indicated above). In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated.

8. *Transfer Taxes.* Republic Services, Inc., will pay all transfer taxes, if any, applicable to the exchange of unregistered notes pursuant to the exchange offers. If, however, certificates representing exchange notes or unregistered notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered Holder of the notes tendered hereby, or if tendered notes are registered in the name of any person other than the person signing this letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of unregistered notes pursuant to the exchange offers, then the amount of any such transfer taxes (whether imposed on the registered Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering Holder.

9. *Waiver of Conditions.* Republic Services, Inc., reserves the right, in its sole discretion, to amend, waive or modify specified conditions in the exchange offers in the case of any unregistered notes tendered.

10. *Mutilated, Lost, Stolen or Destroyed Unregistered Notes.* Any tendering Holder whose unregistered notes have been mutilated, lost, stolen or destroyed should contact the applicable exchange agent at the address indicated herein for further instruction.

11. *Requests for Assistance or Additional Copies.* Questions and requests for assistance and requests for additional copies of the prospectus or this letter of transmittal may be directed to the applicable exchange agent at the address specified in the prospectus. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

IMPORTANT TAX INFORMATION

Under United States federal income tax law, a tendering Holder may be subject to backup withholding at a rate of 28% with respect to payments by the applicable exchange agent pursuant to the exchange offers unless such Holder: (i) is an exempt recipient and, if required, establishes its exemption from backup withholding, (ii) provides its correct TIN and certifies that (A) the TIN provided is correct (or that such Holder is awaiting a TIN), (B) it is not currently subject to backup withholding and (C) is a U.S. person; or (iii) certifies as to its non-United States status. If a U.S. Holder is an individual, the TIN is his or her social security number. Completion of the enclosed Substitute Form W-9, in the case of a U.S. Holder, provided in this letter of transmittal, should be used for this purpose. Failure to provide such U.S. Holder's TIN on the Substitute Form W-9 may subject the tendering Holder (or other payee) to a \$50 penalty imposed by the Internal Revenue Service and payments that are made to such tendering Holder pursuant to the exchange offers may be subject to backup withholding (see below). More serious penalties may be imposed for providing false information which, if willfully done, may result in fines and/or imprisonment. The "Applied For" box in Part I of the Substitute Form W-9 may be checked if the tendering U.S. Holder (or other payee) has not been issued a TIN and has applied for a TIN. If the "Applied For" box in Part I is so checked and the applicable exchange agent is not provided with a TIN by the time of payment, the applicable exchange agent will withhold 28% on all such payments received pursuant to the exchange offers. A U.S. Holder who checks the "Applied For" box in Part I in lieu of furnishing his or her TIN should furnish the applicable exchange agent with such U.S. Holder's TIN as soon as it is received.

If backup withholding applies to a tendering Holder, the applicable exchange agent will withhold 28% of any payments made to such Holder pursuant to the exchange offers. Backup withholding is not an additional tax. Rather, provided that the required information is timely furnished to the Internal Revenue Service, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount withheld or, if withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The applicable exchange agent cannot refund amounts withheld by reason of backup withholding. Tendering Holders are encouraged to consult their own tax advisers to determine whether they are exempt from these backup withholding requirements.

In order for a non-U.S. Holder to qualify as an exempt recipient, that non-U.S. Holder should submit the appropriate Internal Revenue Service Form W-8 signed under penalties of perjury, attesting to that non-U.S. Holder's foreign status. A non-U.S. Holder that does not properly certify its non-U.S. status will be subject to 28% backup withholding on the amount realized pursuant to the exchange offer (other than any payment in respect to accrued and unpaid interest to the extent such payment is subject to withholding tax at a rate of 30%). The appropriate forms may be obtained via the Internal Revenue Service website at www.irs.gov or by contacting the applicable exchange agent.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number to the exchange agent by the time of payment, the applicable amount of all reportable payments made to me will be withheld and such retained amounts shall be remitted to the IRS as backup withholding.

Signature .

Date .

Name (Please Print)

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYOR. Social security numbers have nine digits separated by two hyphens; i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen; i.e., 00-0000000. The table below will help determine the number to give the payor.

For this type of account:	Give the NAME and SOCIAL SECURITY number of:	For this type of account:	Give the NAME and EMPLOYER IDENTIFICATION number of:
1. Individual	The individual	6. Disregarded entity not owned by an individual	The owner(4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7. A valid trust, estate, or pension trust	The legal entity(5)
3. Custodial account of a minor (Uniform Gift to Minors Act)	The minor(2)	8. Corporation (or LLC electing corporate status on Form 8832)	The corporation
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	10. Partnership or multi-member LLC	The partnership
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)	11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
 (2) Circle the minor's name and furnish the minor's social security number.
 (3) You must show your individual name, but you may also enter your business name or "doing business as" name. Use either the individual's social security number or the business' employer identification number (if it has one).
 (4) You must show the owner's name on the "Payee's Name" line and use the owner's taxpayer identification number. You must show the disregarded entity's name on the "Payee's Business Name" line. Do not enter the disregarded entity's taxpayer identification number.
 (5) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Obtaining a Number

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Card (for resident individuals), Form SS-4, Application for Employer Identification Number (for businesses and all other entities), or Form W-7, Application for IRS Individual Taxpayer Identification Number (for alien individuals required to file U.S. tax returns) at the local office of the Social Security Administration or the IRS and apply for a number.

To complete Substitute Form W-9 if you do not have a taxpayer identification number, check the "Applied For" box in Part I, sign and date the form, and give it to the requester.

Payees Exempt from Backup Withholding

Payees generally exempt from backup withholding include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or an individual retirement plan, or a custodial account under section 403(b)(7) of the Code if the account satisfies the requirements of section 401(f)(2) of the Code.
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities registered in the United States or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a) of the Code.
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947 of the Code.
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A middleman known in the investment community as a nominee or custodian or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the Code.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident alien partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) of the Code distributions made by an ESOP.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payor's trade or business and you have not provided your correct taxpayer identification number to the payor.
- Payments of tax-exempt interest (including exempt interest dividends under section 852 of the Code).
- Payments described in section 6049(b)(5) of the Code to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451 of the Code.
- Payments made by certain foreign organizations.

Exempt payees described above should file Substitute Form W-9 as follows to avoid possible erroneous backup withholding:

FILE SUBSTITUTE FORM W-9 WITH THE PAYOR BY FURNISHING YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE face OF THE FORM (IN PART II OF THE FORM), SIGN AND DATE THE FORM AND RETURN TO THE PAYOR.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N of the Code, and the regulations under such sections.

Privacy Act Notice. — Section 6109 of the Code requires you to give your correct taxpayer identification number to Payors who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. Payors must be given the numbers whether or not you are required to file tax returns. Payors must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to a payor. Certain penalties may also apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number. — If you fail to furnish your taxpayer identification number to a payor, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information With Respect to Withholding. — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) Criminal Penalty for Falsifying Information — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR ADVISOR OR THE INTERNAL REVENUE SERVICE.

(DO NOT WRITE IN SPACE BELOW)

Certificate Surrendered	Unregistered Notes Tendered	Unregistered Notes Accepted

Delivery Prepared by

Checked by

Date

ARTICLES OF INCORPORATIONOF623 LANDFILL, INC.

Article I. Name. The name of the corporation is 623 LANDFILL, INC.

Article II. Purpose. The purpose of the corporation is to engage in the business of operating a facility for accepting stumps, construction waste and other non-hazardous solid waste material and all matters relating thereto. The corporation shall have the power to engage in any other business and shall have all powers not prohibited by law or required to be stated in the articles of incorporation.

Article III. Capital Stock. The aggregate number of shares that the corporation shall have authority to issue is 150 shares of Common Stock, par value \$100.00 per share.

Article IV. Indemnification.

A. Every person, and his heirs, executors and administrators, who was or is a party is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitrative or investigative, or was or is the subject of any claim, and whether or not by or in the right of the corporation, by reason of his being or having been a director or officer of the corporation, or by reason of his serving or having served at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, committee, trust or other enterprise, or at the request of the corporation, in any capacity that under federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the corporation, shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the corporation for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine

upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself create a presumption that any such person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation.

B. Any indemnification under the preceding paragraph (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because he had met the applicable standard of conduct set forth in said paragraph. Such determination may be made either (i) by the Board of Directors of the corporation by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

C. Expenses (including attorneys' fees) incurred by or in respect of any such person in connection with any such action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, may be paid by the corporation in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such person to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation.

D. The Board of Directors of the corporation shall have the power, generally and in specific cases, to indemnify its other employees and agents to the same extent as provided in this Article with respect to its directors and officers.

E. The provisions of this Article are in addition to, and not in substitution for, any other right to indemnity to which any person who is or may be indemnified by or pursuant to this Article may otherwise be entitled, and to the powers otherwise accorded by law to the corporation to indemnify any such person and to purchase and maintain insurance on behalf of any such person against any liability asserted against or incurred by him in any capacity referred to in this Article or arising out of his status as serving or having served in any such capacity (whether or not the corporation would have the power to indemnify against such liability).

F. If any provision of this Article shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the corporation may have under the laws of the Commonwealth of Virginia.

Article V. Registered Office and Agent. The initial registered office is located at 2415 Grenoble Avenue, Richmond, Virginia 23229, in the County of Henrico. The initial registered agent is F. G. Pruitt, Jr., whose business address is the same as the initial registered office, and who is a resident of Virginia and a member of the Virginia State Bar.

Article VI. Board of Directors. The number of directors constituting the initial Board of Directors is three, and their names and addresses are:

Name	Address
F. G. Pruitt, Jr.	Route 2, Box 833 Richmond, Virginia 23233
O. J. Pruitt	Route 2, Box 96-M Richmond, Virginia 23233
J. Edwin Trader	9209 Venetian Way Richmond, Virginia 23229

Except for the initial Board of Directors, the number of directors may be fixed by Bylaw, or in the absence of such a Bylaw, shall be three.

Dated: June 28, 1985

/s/ Thomas L. Newton

Thomas L. Newton, Incorporator

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
623 LANDFILL, INC.

1. Name. The name of the Corporation is 623 Landfill, Inc.

2. The Amendment. The amendment deletes Article III of the Articles of Incorporation in its entirety and inserts in lieu thereof the following:

“Article III. Capital Stock. The aggregate number of shares that the corporation shall have authority to issue is 300 shares of Common Stock, par value \$100.00 per share.”

3. The Board of Directors, by unanimous written consent dated as of April 20, 1987, found the amendment to be in the best interests of the Corporation and recommended that it be submitted to a vote of the shareholders.

4. Shareholder Action. The shareholders of the Corporation by unanimous written consent dated as of April 20, 1987 approved the amendment.

Dated: April 20, 1987

623 LANDFILL, INC.

By: /s/ O. J. Pruitt
O. J. Pruitt, President

AMENDED AND RESTATED BYLAWS
OF
623 LANDFILL, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as, the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
MAR 27 1985
MARCH FONG EU, Secretary of State
Sharon K. Hawkins
Deputy

ARTICLES OF INCORPORATION
OF
A D A J CORPORATION

I.

The name of this corporation is A D A J CORPORATION

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

JACK ALTMAN, Esq.
18040 Sherman Way, Suite 530
Reseda, California 91335

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 7,500.

Dated: March 25, 1985

/s/ Charles Caspary

CHARLES CASPARY

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Charles Caspary

CHARLES CASPARY

**SECOND AMENDED AND RESTATED BYLAWS
OF
ADAJ CORPORATION
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ABILENE LANDFILL TX, LP

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

I. The name of the limited partnership is "Abilene Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Abilene Landfill TX, LP as of December 12, 2001.

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

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

**AGREEMENT OF LIMITED PARTNERSHIP OF
ABILENE LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

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

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

1.3 Name. The name of the Partnership is Abilene Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

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

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

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

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

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

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

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

2.3 Limitations Pertaining to Capital Contributions.

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

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

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

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

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

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

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

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

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

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

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

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

SECTION 4. LOANS

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

SECTION 5. MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. BOOKS AND RECORDS

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

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

SECTION 7. AMENDMENTS

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

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

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

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

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

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

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

SECTION 9. GENERAL PARTNERS

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

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

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

SECTION 10. DISSOLUTION AND WINDING UP

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

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

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

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

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

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

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

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

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

ABILENE LANDFILL TX, LP

This First Amendment to Limited Partnership Agreement of Abilene TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Abilene Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Abilene Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

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

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

ACTION DISPOSAL, INC.
ARTICLES OF INCORPORATION

ARTICLE I.

The name of the corporation is ACTION DISPOSAL, INC. The mailing address of the corporation is: Rt. 1, Box 174J, Manor, Texas 78653.

ARTICLE II.

The period of its duration is perpetual.

ARTICLE III.

The purpose for which the corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under TBCA.

ARTICLE IV.

The aggregate number of shares which the corporation shall have authority to issue is 25,000 with no par value.

ARTICLE V.

The corporation will not commence business until it has received consideration of the value of \$1,000.00 consisting of money, labor done, or property actually received, for the issuance of its shares.

ARTICLE VI.

The street address of its initial registered office is: Rt. 1, Box 174J, Manor, Texas 78653, and the name of its initial registered agent at this address is DALE CLAWSON.

ARTICLE VII.

The number of initial directors is four (4). The names and addresses of the directors are:

DALE CLAWSON
Rt. 1, Box 174J
Manor, Texas 78653

ALICE CLAWSON
Rt. 1, Box 174J
Manor, Texas 78653

RUSSELL CLAWSON
Rt. 1, Box 174J
Manor, Texas 78653

REX CLAWSON
Rt. 1, Box 174J1
Manor, Texas 78653

ARTICLE VIII.

The name and address of the incorporator is:

DALE CLAWSON
Rt. 1, Box 174J
Manor, Texas 78653

ARTICLE IX.

At each election for directors every shareholder entitled to vote at such election shall have the right to vote in person or by proxy, the number of shares owned by him or her for as many persons as there are directors to be elected for whose election he or she has a right to vote. It is expressly prohibited for any shareholder to cumulate his or her votes in any election of directors.

/s/ DALE CLAWSON

DALE CLAWSON

Incorporator

STATE OF TEXAS

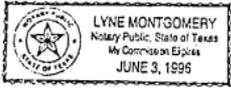
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 1st day of July, 1993, by DALE CLAWSON as Incorporator, on behalf of ACTION DISPOSAL, INC.



/s/ Lyne Montgomery

Notary Public , State of Texas

AMENDED AND RESTATED BYLAWS
OF
ACTION DISPOSAL, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



ARTICLES OF INCORPORATION
(General Business)
(Instructions on back of application)

The undersigned, in order to form a Corporation under the provisions of Title 30, Chapter 1, Idaho Code, submits the following articles of incorporation to the Secretary of State.

Article 1: The name of the corporation shall be: Ada County Development Company, Inc.

Article 2: The number of shares the corporation is authorized to issue: 1,000

Article 3: The street address of the registered office is: c/o C T Corporation System, 300 North 6th Street, Boise, Idaho 83702 and the registered agent at such address is: C T Corporation System

Article 4: The name of the incorporator is: Allied Waste North America, Inc. and address of the incorporator is: 15880 N Greenway-Hayden Loop, Suite 100, Scottsdale, AZ 85260

Article 5: The mailing address of the corporation shall be: 1101 W. Executive Drive, Boise, Idaho 83713

Optional Articles:

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Signature of at least one incorporator:

/s/ Jo Lynn White

Typed Name: By its Secretary, Jo Lynn White

Typed Name: _____

**BYLAWS
OF
ADA COUNTY DEVELOPMENT COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

ARTICLE II

MEETINGS OF STOCKHOLDERS

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

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

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received JAN 22 1998		ADJUSTED TO AGREE WITH BUREAU RECORDS	(FOR BUREAU USE ONLY) FILED JAN 22 1998
PH. 517-663-2525 Ref #80400 Attn: Cheryl J. Bixby <i>MICHIGAN RUNNER SERVICE</i> P.O. Box 266 Eaton Rapids, MI. 48827-0266		Zip Code	Administrator MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
			EFFECTIVE DATE December 16, 1997

Document will be returned to the name and address you enter above

CERTIFICATE OF CORRECTION
For use by Corporations and Limited Liability Companies

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), (the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is: ADRIAN COUNTY LANDFILL, INC.

2. The identification number assigned by the Bureau is:

1	5	7	—	7	5	7
---	---	---	---	---	---	---

3. The corporation or limited liability company is formed under the laws of the State of Michigan

4. That a Certificate of Amendment to the Articles of Incorporation
(Title of Document Being Contacted)
was filed by the Bureau on December 16, 1997 and that said document requires correction.

5. Describe the inaccuracy or defect contained in the above named document: Article One of the Articles of Incorporation was amended to read as follows:
The name of the Company was changed to Adrian County Landfill, Inc.

6. The document is corrected as follows:
Article One of the Articles of Incorporation is hereby amended to read as follows:
The name of the Corporation is: Adrian Landfill, Inc.

**READ INSTRUCTION #7
BEFORE SIGNING**

Signed this 14th day of January, 1998

By /s/ D.W. Slager
(Signature)

D.W. Slager, Executive Vice President
(Type or Print Name and Title)

By _____
(Signature)

(Type or Print Name and Title)

By _____
(Signature)

(Type or Print Name and Title)

SEAL APPEARS ONLY ON ORIGINAL

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received		ADJUSTED TO AGREE WITH BUREAU RECORDS	(FOR BUREAU USE ONLY) FILED
DEC 15 1997			DEC 16 1997
PH. 517-663-2525 Ref # 77580 Attn: Cheryl J. Bixby MICHIGAN RUNNER SERVICE P.O. Box 266 Eaton Rapids, MI. 48827-0266		Code	Administrator MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU
		EFFECTIVE DATE:	

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

Laidlaw Waste Systems (Adrian) Inc.

157-757

2. The identification number assigned by the Bureau is:

3. The location of its registered office is:

c/o The Corporation Company
30600 Telegraph Road, Bingham Farms, MI
(Street Address)

Michigan

48025

(ZIP Code)

4. Article One of the Articles of Incorporation is hereby amended to read as follows:

The name of the Corporation is: Adrian County Landfill, Inc.

(MICHIGAN - 272 - 5/2/97)

SEAL APPEARS ONLY ON ORIGINAL

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____ & nbs p;, 19____.

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of December, 1997 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting. The necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 5th day of December, 1997

By /s/ Don Slager

(Signature of President, Vice-President, Chairperson, Vice-Chairperson)

Don Slager
(Type or Print Name)

Executive vice president
(Type or Print Title)

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MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received
MAR 03 1988

FILED
MAR 07 1988
Administrator

MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982, as amended (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

LAIDLAW WASTE SYSTEMS (MICHIGAN) INC.

2. The corporation Identification number (CID) assigned by the Bureau is:

1	5	7	—	7	5	7
---	---	---	---	---	---	---

3. The location of its registered office is: c/o The CORPORATION COMPANY

615 GRISWOLD ST.
(Street Address)

DETROIT
(City)

, Michigan

48226
(Zip Code)

4. Article one of the Articles of incorporation is hereby amended to read as follows:

The name of the corporation is
LAIDLAW WASTE SYSTEMS (ADRIAN) INC.

SEAL APPEARS ONLY ON ORIGINAL

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES: OTHERWISE, COMPLETE SECTION (b)

- a. The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____. In accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of director or trustees.

Signed this _____ day of _____, 19__

(Signatures of all incorporators; type of print name under each signature)

- b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 15th day of, December, 1987, The amendment: (check one of the following)
- was duly adopted in accordance with Section: 611(2) of the Act by the vote of the shareholder if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
 - was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
 - was duly adopted by the written consent of the shareholder or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented to writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of incorporation.)
 - was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 24th day of February, 1988

By /s/ Leslie W. Haworth

(Signature)

Leslie W. Haworth
(Type or Print Name)

Vice President, Finance
(Type or Print Title)

SEAL APPEARS ONLY ON ORIGINAL

(For Use by Domestic Corporations)
CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF

LENAWEE DISPOSAL SERVICE COMPANY
(Name of Corporation)

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972:

1. The name of the corporation is LENAWEЕ DISPOSAL SERVICE COMPANY

The location of the registered office is

1982 N. Ogden Highway,
(No. and Street)

Adrian
(Town or City)

Michigan

49221
(Zip Code)

2. The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation in accordance with Subsection (2) of Section 611, Act 284, Public Acts of 1972, on the 5th day of February, 1982.

Resolved, that Article I of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

ARTICLE I

The name of the Corporation is: Laidlaw Waste Systems (Michigan) Inc.

3. The necessary number of shares as required by statute were voted in favor of the amendment.

Dated this 5th day of February, 1982

LENAWEE DISPOSAL SERVICE COMPANY
(Corporate Name)

BY /s/ B. J. KILEY

(Signature)

B. J. KILEY PRESIDENT
(Type or Print Name and Title)

(MICH. — 416 — 3/9/73)

(See Instructions on Reverse Side)

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STATE OF MICHIGAN
CORPORATION AND SECURITIES COMMISSION
LANSING, MICHIGAN
DO NOT WRITE IN SPACE BELOW— FOR COMMISSION USE

Date Received:
DEC 2 1985

Compared by:
/s/ [ILLEGIBLE]
Date: DEC 23 1985
Examiner:

FILED
DEC 23 1985
/s/ [ILLEGIBLE]
MICHIGAN CORPORATION AND
SECURITIES COMMISSION

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 327 of the Public- Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is LENAWEЕ DISPOSAL SERVICE COMPANY

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

Removal of trash and waste debris from industrial, commercial and residential locations.

In general to carry on any business in connection therewith and incident thereto not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the Laws of the State of Michigan.

ARTICLE III.

Location of the first registered office is:

629 West Adrian Street
Name Street

Blissfield
(City)

Lenawee
(Country)

Michigan 49228
(Zip-Code)

Post office address of the first registered office is:

Post Office Box 162
Name and Street of P.O. Box

Blissfield
City

Michigan 49228
(Zip Code)

ARTICLE IV.

The name of the first resident agent is DeArle Stuckor

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ARTICLE V.

The total authorized capital stock is

(1)	{ Preferred shs. none Common shs. 5000	}		{ Par Value \$ none Par Value \$ 10.00	}	per share
and/or shs. of (2)	{ Preferred none Common none	}	no par value	{ Book Value \$ none Price fixed for sale \$ none	}	per share
				{ Book Value \$ none Price fixed for sale \$ none	}	per share

(3) A statement of all of any of the designations and the powers, preferences and rights, and the qualifications limitations or restrictions thereof is as follows:

The subscriptions for and the ownership of all shares of stock in this corporation are made and taken upon the condition that any holder of shares of stock desiring to sell the same shall first offer his stock to the corporation at his lowest price, which price shall in no case however be greater than fair market value or his highest bona fide offer at the time of giving notice to the corporation of his intent to sell whichever is the lower. The corporation shall have 15 days in which to exercise its option from the date of receiving notice of intent to sell from the shareholder. Notice of intent to sell shall be given by a registered mail letter addressed to the resident agent of the corporation at the address then listed with the Corporation and Securities Commission of the State of Michigan, and shall state to whom the sale is to be made, the price demanded from the corporation if the option is exercised and the basis for arriving at the price, and shall be signed by the stockholder. The Corporation may waive this right in advance by vote of a majority of the stock present and voting at any regular or special meeting of the shareholders, with respect to any particular transaction or Buy and Sell Agreement between the shareholders.

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ARTICLE VI.

The names and places of residence or business of each of the incorporations and the number and class of shares subscribed for by each are as follows: (Statute requires one or more incorporations)

Name	(No.)	(Street)	Residence or Business Address		Number of Shares			
					Par Stock		Non-Par Stock	
			(City)	(State)	Common	Preferred	Common	Preferred
Hollis Ikle	612	S. Lane	Blissfield,	Michigan	1000	X	X	X
DeArle Stucker	629	W. Adrian	Blissfield,	Mich.	1000			

ARTICLE VII.

The names and addresses of the first board of directors are as follows:
(Statute requires at least three director)

Name	(No.)	Residence or Business Address		
		(Street)	(City)	(State)
Hollis Ikle	612	S. Lane Street	Blissfield,	Michigan
DeArle Stucker	629	W. Adrian Street	Blissfield,	Michigan
Merrill E. Amsler	700	Alexander Drive	Adrian,	Michigan

ARTICLE VIII.

The term of the corporate existence is perpetual.

SEAL APPEARS ONLY ON ORIGINAL

ARTICLE IX.

OPTIONAL (Please delete Article IX if not applicable.)

Whenever a compromise or arrangement or any plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them and/or between this corporation and its shareholders or any class of them any court of equity jurisdiction within the state of Michigan, may on the application of this corporation or of any creditor or any shareholder thereof, or on the application of any receiver or receivers appointed for this corporation, order a meeting of the creditors or class of creditors, and/or of the shareholder or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the shareholders or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, agree to any compromise or arrangement or to any reorganization of this corporation as a consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders or class of shareholders, as the case may be and also on this corporation.

ARTICLE X.

(Here insert any desired additional provisions authorized by the Act.)

We, the incorporation, sign our names this 20th day of December 1965.

(All parties appearing under Article VI are required to sign in this space)

/s/ Hollis Ikle
Hollis Ikle

/s/ DeArle Stucker
DeArle Stucker

STATE OF MICHIGAN _____

COUNTY OF Lenawee

On this 20th day of December 1965.

before me personally appeared Hollis Ikle and DeArle Stucker

} ss.

(One or more of the parties signing most acknowledge before the Notary)

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

/s/ Joyce E. Nofzinger
(Signature of Notary)

Joyce E. Nofzinger
(Print or type name of Notary)

MAIL THREE SIGNED AND ACKNOWLEDGED
COPIES TO:

Notary Public for Lenawee County, State of Michigan.

Michigan Corporation & Securities Commission
P. O. Box 898 Lansing, Michigan 48904

My commission expires Oct 5, 1969
(Notarial seal required if acknowledgment taken not of state)

SEAL APPEARS ONLY ON ORIGINAL

**AMENDED AND RESTATED BYLAWS
OF
ADRIAN LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (hi) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
MAR 03 1995
GEORGE H. RYAN
SECRETARY OF STATE

PAID
MAR 6 1995

ARTICLES OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.

The undersigned incorporator, being a natural person over the age of 18, for purposes of forming a corporation under the Illinois Business Corporation Act, does hereby adopt the following Articles of Incorporation:

ONE. The name of the corporation is:
AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.

TWO. The nature of the business and the purpose of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act of Illinois.

THREE. The address, including the street, number, city and county, of the corporation's registered office in this state is 208 South LaSalle Street, Chicago, Cook County, Illinois 60604; the name of the corporation's registered agent at such address is CT Corporation System.

FOUR. The name and mailing address of each incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
W. Chris Coleman	Tenth Floor Two Leadership Square Oklahoma City, Oklahoma 73102

FIVE. The total number of shares of capital stock which the corporation shall have authority to issue is 25,000 shares, designated as Common Stock, par value \$1.00 per share.

SIX. The Corporation proposes to issue 1,000 shares of Common Stock in exchange for a total of \$1,000 without further report to the Secretary of State.

SEVEN. For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, its directors and its shareholders or any class thereof, as the case may be, it is further provided that:

(a) Elections of directors need not be by written ballot.

(b) Prior to receipt of any payment for any of the corporation's stock, the bylaws of the corporation shall be adopted, amended or repealed by the incorporator. Thereafter, the

power to adopt, amend or repeal the bylaws is conferred on the board of directors.

EIGHT. To the fullest extent permitted by the Illinois Business Corporation Act as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

NINE. The Corporation reserves the right to amend, alter, change, or repeal any provisions herein contained, in the manner now or later prescribed by statute. All rights, powers, privileges, and discretionary authority granted or conferred upon shareholders or directors are granted subject to this reservation.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Illinois, do make, file and record these Articles of Incorporation, and do certify that the facts herein stated are true, that this instrument is my act and deed and I have accordingly hereunto set my hand this 2nd day of March, 1995.

/s/ W. Chris Coleman

W. Chris Coleman
Incorporator

**EXPEDITED
MAR 3 1995
SECRETARY OF STATE**

George H. Ryan
Secretary of State
Department of Business Services

FILED

SEP 04 1997

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 9-4-97

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

GEORGE H. RYAN
SECRETARY OF STATE

Franchise Tax \$

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

Filing Fee* \$25.0
Penalty \$

Approved: /s/ [ILLEGIBLE]
PAID
SEP 05 1997

1. CORPORATE NAME: AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of incorporation was adopted on 8.27 1997, in the manner indicated below. ("X" one box only)

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

(Note 2)

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

(Note 2)

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

(Note 3)

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

(Note 4)

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

(Notes 4&5)

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

(Note 5)

3. TEXT OF AMENDMENT:

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

Article I: The name of the corporation is:

ADS of Illinois, Inc. /s/ [ILLEGIBLE]
(NEW NAME)

EXPEDITED
SEP 04 1997
SECRETARY OF STATE

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

Text of Amendment

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

4. The manner, if not set, in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

NO CHANGE

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

NO CHANGE

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change")*

NO CHANGE

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either Item 6 or 7 below. All signatures must in **BLACK INK.**)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated	August 28, 1997	<u>American Disposal Services of Illinois, Inc.</u> <i>(Exact Name of Corporation at date of execution)</i>
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attested by	<u>/s/ Ann L. Straw</u> <i>(Signature of Secretary or Assistant Secretary)</i> <u>Ann L. Straw Secretary</u> <i>(Type or Print Name and Title)</i>	by <u>/s/ Richard De Young</u> <i>(Signature of President or Vice President)</i> <u>Richard De Young</u> <i>(Type or Print Name and Title)</i>
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7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19__

**AMENDED AND RESTATED BYLAWS
OF
ADS OF ILLINOIS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED

JAN 15 1991

OKLAHOMA SECRETARY
OF STATE

CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.

FIRST. The name of the corporation is:

AMERICAN DISPOSAL SERVICES, INC.

SECOND. The address, including the street, number, city and county, of the corporation's registered office in this state is 1200 N. Walker, Suite 505, County of Oklahoma, Oklahoma City, Oklahoma 73103; the name of the corporation's registered agent at such address is Ronald H. Burks.

THIRD. The nature of the business and the purpose of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.

FOURTH. The total number of shares of capital stock which the corporation shall have authority to issue is 50,000 shares, designated as Common Stock, par value \$1.00 per share.

FIFTH. The name and mailing address of each incorporator is as follows:

Name	Mailing Address
W. Chris Coleman	Tenth Floor Two Leadership Square 211 N. Robinson Oklahoma City, Oklahoma 73102-3103

SIXTH. For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, its directors and its shareholders or any class thereof, as the case may be, it is further provided that:

(a) No election of directors need be by written ballot.

(b) Prior to receipt of any payment for any of the corporation's stock, the bylaws of the corporation shall be adopted, amended or repealed by the Sole Incorporator. Thereafter, the power to adopt, amend or repeal the bylaws is conferred on the board of directors.

SEVENTH. To the fullest extent permitted by the Oklahoma General Corporation Act as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Oklahoma, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 15th day of January, 1991.

/s/ W. Chris Coleman

W. Chris Coleman,
Sole Incorporator

FILED
MAR 3 1992
OKLAHOMA SECRETARY
OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

American Disposal Services, Inc., an Oklahoma corporation (the "Corporation"), does hereby certify that:

FIRST: At a duly called and held meeting of the Corporation's board of directors, resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling for a meeting of shareholders of such Corporation for consideration thereof. Article Fourth of the Corporation's Certificate of Incorporation is proposed to be amended as follows:

"FOURTH. The total number of shares of capital stock which the corporation shall have the authority to issue is 50,000 shares, designated as Common Stock, par value \$.01 per share."

SECOND: Thereafter, the shareholders voted in favor of the amendment pursuant to written consent given in accordance with the provisions of Section 73 of the Oklahoma General Corporation Act, and written notice has been given to those shareholders who have not consented in writing as provided for in Section 73 of the Oklahoma General Corporation Act.

THIRD: Such amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and its Secretary this 19th day of December, 1991.

/s/ Ronald H. Burks

Ronald H. Burks, President

Attest:

/s/ David B. Kamenesky

Secretary

FILED

MAR 31 1992

OKLAHOMA SECRETARY OF STATE

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

American Disposal Services, Inc., an Oklahoma corporation (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation's board of directors, by the unanimous written consent of its members, filed with the minutes of the board, duly adopted resolutions setting forth a proposed amendment of the Certificate of Incorporation of said Corporation, declaring said amendment to be advisable and calling a meeting of the shareholders of said Corporation for consideration thereof. Article Fourth of the Corporation's Certificate of Incorporation is proposed to be amended in its entirety as follows:

"The total number of shares of capital stock which the corporation shall have authority to issue is 20,000,000 shares, designated as common stock, par value \$.001 per share."

SECOND: That, thereafter, the shareholders voted in favor of the amendment pursuant to written consent given in accordance with the provisions of Section 73 of the Oklahoma General Corporation Act, and written notice has been given to those shareholders who have not consented in writing as provided for in Section 73 of the Oklahoma General Corporation Act.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and its Secretary this 27th day of March, 1992.

/s/ Ronald H. Burks

Ronald H. Burks, President

ATTEST:

/s/ David B. Kamenesky

David B. Kamenesky, Secretary

FILED

JAN 19 1993

OKLAHOMA SECRETARY
OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

American Disposal Services, Inc., an Oklahoma corporation (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation's board of directors, at a special meeting of the board, duly adopted resolutions setting forth a proposed amendment of the Certificate of Incorporation of said Corporation, declaring said amendment to be advisable and calling a meeting of the shareholders of said Corporation for consideration thereof. Article Fourth of the Corporation's Certificate of Incorporation is proposed to be amended in its entirety as follows:

"The total number of shares of capital stock which the corporation shall have authority to issue is 20,000,000 shares, designated as common stock, par value \$.005 per share."

SECOND: That, thereafter, the shareholders voted in favor of the amendment pursuant to written consent given in accordance with the provisions of Section 73 of the Oklahoma General Corporation Act, and written notice has been given to those shareholders who have not consented in writing as provided for in Section 73 of the Oklahoma General Corporation Act.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and its Secretary this 15th day of January, 1993.

/s/ Ronald H. Burks
Ronald H. Burks, President

ATTEST:

/s/ David B. Kamenesky
David B. Kamenesky, Secretary

FILED

SEP 29 1993

OKLA SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.

American Disposal Services, Inc., an Oklahoma corporation (the "Corporation")

DOES HEREBY CERTIFY:

FIRST: That the Corporation's Board of Directors, at a duly called and held meeting of the Corporation's Board of Directors duly adopted resolutions setting forth a proposed amendment of the Certificate of Incorporation of said Corporation, declaring said Amendment to be advisable and calling a meeting of the shareholders of said Corporation for consideration thereof. The resolution provides that Article Fourth of the Corporation's Certificate of Incorporation is proposed to be amended as follows:

FOURTH. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 40,000,000 shares, consisting of 38,400,000 shares of Class A Voting Common Stock, par value \$0.005 per share (the "Class A Common Stock") and 1,600,000 shares of Class B Non-Voting Common Stock, par value \$0.005 per share (the "Class B Common Stock"). The following is a description of each class of stock of the Corporation, including the preferences, conversion rights, voting powers, qualifications, limitations, restrictions, relative rights and other terms and conditions in respect of each class:

1. General. Except as provided herein with respect to rights of conversion and voting rights, each share of Class A Common Stock and Class B Common Stock (collectively, hereinafter referred to as the "Common Stock") issued and outstanding shall be identical in all respects, and no dividends shall be paid on any share of Common Stock unless the same dividend is paid on all shares of Common Stock outstanding at the time of such payment; provided, in the event the Corporation declares a stock dividend payable in Common Stock, the holders of Common Stock shall receive such dividend in the same class of Common Stock as the Common Stock on which such dividend is payable. The

holders of Common Stock shall have exclusively all of the rights of shareholders including, but not limited to, (i) the right to receive dividends, when and as declared by the board of directors out of assets lawfully available therefore, and (ii) in the event of any distribution of assets upon liquidation, dissolution or winding up of the Corporation or otherwise, the right to receive all the assets and funds of the Corporation legally available to the shareholders.

2. **Voting.** Class B Common Stock shall not, except as otherwise expressly provided by law, have any voting rights. Without limiting the generality of the foregoing, the Class B Common Stock shall have no right to nominate any person to the board of directors, shall have no voting power whatsoever and no holder of Class B Common Stock, as such, shall vote or otherwise participate in any proceedings in which action shall be taken by the Corporation or the shareholders thereof. Notwithstanding the foregoing, the holders of Class B Common Stock shall be entitled to notification as to any meeting of the shareholders and may attend such meetings.

3. **Conversion of Class B Common Stock.** In the event the holder of any shares of the Class B Common Stock is a person other than Internationale Nederlanden (U.S.) Capital Corporation ("ING Capital"), a financial institution that is or becomes a party to a credit or loan agreement with the Corporation (a "Lender") or an "affiliate" of ING Capital or a Lender such holder shall have the right to convert at such holder's option, all or any number of such shares of Class B Common Stock into an equal number of fully paid and nonassessable shares of Class A Common Stock; provided such conversion ratio shall be appropriately adjusted so as to avoid any dilution in the relative rights of the Class B Common Stock to the Class A Common Stock in the event of any subdivision (by stock split or otherwise), combination (by reverse stock split or otherwise) or reclassification of the Class A Common Stock.

As used herein, the term "affiliate" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity, any member of the immediate family of such person or any person who is the executor, administrator or other personal representative of such person.

The holder of any shares of Class B Common Stock may exercise the conversion right provided herein by giving written notice (the "Class B Conversion Notice") to the Corporation stating the number of Class B Common Stock to be converted (the "Class B Conversion Shares"), the name or names in which the stock certificate or stock certificates for the shares of Class A Common Stock are to be issued, and the address to which such certificates shall be delivered. The Class B Conversion Notice shall be accompanied by the stock certificate or stock certificates representing the Class B Conversion Shares, duly endorsed to the Corporation. The Class B Conversion Notice shall also contain a statement to the following effect:

"The undersigned certifies that [he] has acquired from [ING Capital, a Lender or their affiliate] the shares of Class B Common Stock represented by the enclosed certificate no. _____ and that [the undersigned or specify the beneficial owner(s)] is the lawful owner thereof."

Conversion of the Class B Common Stock into Class A Common Stock shall be deemed to have been effected on the date the Class B Conversion notice is delivered to the Corporation. Within ten business days after receipt of the Class B Conversion Notice, the Corporation shall issue and deliver by hand against a signed receipt therefore or by United States registered mail, return receipt requested, to the address designated by the holder of the Class B Conversion Shares in the Class B Conversion Notice, a stock certificate or stock certificates of the Corporation representing the number of shares of Class A Common Stock to which such holder is entitled. In the event that only a portion

of the number of shares of Class B Common Stock represented by a stock certificate surrendered for conversion shall be Class B Conversion Shares, the Corporation shall issue and deliver in the manner aforesaid to the holder of the stock certificate so surrendered for conversion a new stock certificate for the number of unconverted shares of Class B Common Stock.

SECOND: That, thereafter, the shareholders voted in favor of the Amendment pursuant to written consent given in accordance with the provisions of Section 73 of the Oklahoma General Corporation Act, and written notice has been given to those shareholders who have not consented in writing as provided for in Section 73 of the Oklahoma General Corporation Act.

THIRD: That said Amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its President and its Secretary this ____ day of September, 1993.

/s/ Ronald H. Burks

Ronald H. Burks, President

ATTEST:

/s/ Dale F. Jordan

Dale F. Jordan Jr., Secretary

FILED
MAR 28 1995
OKLAHOMA SECRETARY
OF STATE

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.

American Disposal Services, Inc., an Oklahoma corporation (the "Corporation"), hereby amends and restates its certificate of incorporation. The original certificate of incorporation was filed with the Secretary of State on January 15, 1991, with amendments thereto filed on March 3, 1992, March 31, 1992, January 19, 1993 and September 29, 1993. This amended and restated certificate of incorporation was adopted in accordance with the provisions of Section 1077 and 1080 of the Oklahoma General Corporation Act.

FIRST. The name of the Corporation is:

AMERICAN DISPOSAL SERVICES, INC.

SECOND. The address, including the street, number, city and county, of the Corporation's registered office in this state is 735 First National Center West, Oklahoma City, Oklahoma County, Oklahoma 73102; the name of the Corporation's registered agent at such address is The Corporation Company;

THIRD. The nature of the business and the purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.

FOURTH. The total number of shares of capital stock which the Corporation shall have authority to issue is 41,000,000 shares, divided into 38,400,000 shares designated as Class A Voting Common Stock, par value \$.005 per share (the "Class A Common Stock"), 1,600,000 shares of Class B Non-Voting Common Stock, par value \$.005 per share (the "Class B Common Stock"), 1,950 shares of Series A Preferred Stock, par value \$.01 per share (the "Series A Preferred Stock") and 998,050 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock").

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

A. Preferred Stock.

The board of directors is authorized, subject to limitations prescribed by law and the provisions hereof, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Oklahoma, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the board with respect to each series shall include, but not be limited to, determination of the following:

- (a) The number of shares constituting that series and the distinctive designation of that series;
- (b) The dividend rate on the shares of that series, whether dividends shall be cumulative, and if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
- (c) Whether that series shall have voting rights, in addition to the voting rights provided by law, and if so, the terms of such voting rights;
- (d) Whether that series shall have conversion privileges, and if so, the terms and conditions of such conversion, including provisions for adjustment of the conversion rate in such events as the board shall determine;
- (e) Whether or not shares of that series shall be redeemable, whether such redemption is mandatory or at the option of the Corporation or the holders of the shares of that series, and if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
- (f) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and if so, the terms and amount of such sinking fund;
- (g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution and winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and
- (h) Any other relative rights, preferences or limitations of that series.

The Preferred Stock shall rank senior to the Class A Common Stock and Class B Common Stock and junior to the Series A Preferred Stock with respect to dividends paid or set apart for payment and the distribution of assets on redemption, liquidation, dissolution or winding up.

If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation the assets available for distribution to holders of shares of Preferred Stock of all series shall be insufficient to pay such holders the full preferential amount to which they are entitled, then such assets shall be dis-

tributed ratably among the shares of all series in accordance with the respective preferential amounts (including unpaid cumulative dividends, if any) payable with respect thereto.

B. Series A Preferred Stock

1. **SERIES A PREFERRED STOCK ESTABLISHED.** There is hereby established a series of 1,950 shares of Preferred Stock designated as the "Series A Preferred Stock" having the preferences, limitations, and relative rights set forth in this Article Fourth(B). The holders of Series A Preferred Stock shall not be entitled to any preemptive rights to acquire any shares of the Corporation of the same or any other class. The Series A Preferred Stock shall be senior to both the Corporation's Class A Common Stock and its Class B Common Stock (collectively the "Common Stock"), and the Common Stock shall be junior to, and subject to all rights and preferences of, the Series A Preferred Stock as provided herein. The term "junior" as used herein shall mean and refer to shares of capital stock of the Corporation ranking junior as to dividends and the distribution of assets on redemption, liquidation, dissolution or winding up. Any reference to a "Section" within this Article Fourth(B) shall refer only to a Section in this Article Fourth(B).

2. **TERMS DEFINED.** As used in this Article Fourth(B), the following terms have the respective meanings set forth below or set forth in the section of this Article Fourth(B) following such term:

Business Day. — means any day other than a Saturday, a Sunday or a day on which banks located in the State of Oklahoma are required or authorized by law or executive order to be closed.

Person — means an individual, partnership, corporation, trust, unincorporated organization, or a government or agency or political subdivision thereof.

Property. — means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

Put Date — §5.1.

Put Price — §5.1.

Redemption Date — §4.1.

Redemption Price — §4.1.

Security. — means "security" as defined in Section 2(1) of the Securities Act of 1933, as amended.

Senior Debt — means any indebtedness evidenced by that certain Credit Agreement dated March 28, 1995 by and among the Corporation, certain commercial lending institutions and International Nederlanden (U.S.) Capital Corporation (“ING”) (the “Credit Agreement”) as held by ING or any successor or assign of ING under the Credit Agreement, or any refinancing thereof, so long as such refinancing permits the payment of dividends on, or redemption of, the Series A Preferred Stock pursuant to terms similar to those set forth in Section 7.2.6 of the Credit Agreement.

3. CUMULATIVE DIVIDENDS. The holders of Series A Preferred Stock shall be entitled to receive, and the Corporation shall be bound to pay, out of funds legally available therefor, cumulative cash dividends at a rate per annum of \$130.00 per share, payable in equal quarterly installments on the first day of each February, May, August and November in each year, commencing on May 1, 1995, for the immediately preceding three month period. Accruals of dividends on Series A Preferred Stock shall be calculated on the basis of a 360-day year of twelve 30-day months and, for any period shorter than a full month, will be computed on the basis of the actual number of days elapsed in such period. Dividends shall be payable to the Persons that are the holders of record of Series A Preferred Stock on the tenth day prior to the dividend payment date therefor. Except with respect to (i) funds not being legally available therefor, or (ii) payment of the dividends violating the terms of any loan agreement with respect to any Senior Debt of the Corporation, payment by the Corporation of dividends under this §3 shall be mandatory and the Board of Directors shall take all action necessary to cause the Corporation promptly to pay such dividends. Unless the full cumulative dividends upon the Series A Preferred Stock for all past dividend periods and for the current dividend period shall have been paid, or declared and irrevocably set apart for payment, no dividend (other than a dividend payable in shares for any class of stock ranking junior to the Series A Preferred Stock) shall be paid or declared on any class of stock ranking junior to the Series A Preferred Stock and no funds (other than the net proceeds received from the sale of stock ranking junior to the Series A Preferred Stock) shall be set aside or applied to the purchase or redemption of any class of stock ranking junior to the Series A Preferred Stock.

4. REDEMPTION AT OPTION OF CORPORATION.

4.1 Optional Redemption. The Corporation may, at any time on or after October 31, 1995, redeem all or a part of the Series A Preferred Stock then outstanding (provided that the Corporation may redeem only a whole number of such shares) by paying to the holders of the shares being redeemed a cash redemption price (the “Redemption Price”) equal to, in each case, the sum of

- (a) The amount of accrued and unpaid cumulative dividends on the shares being redeemed to the date fixed for redemption (the "Redemption Date"), plus
- (b) One thousand dollars (\$1,000.00) per share redeemed.

4.2 Notice of Redemption. The Corporation shall give notice of any redemption of the Series A Preferred Stock in accordance with this Section 4 to each holder of Series A Preferred Stock not less than 10 days or more than 60 days before the applicable Redemption Date, specifying:

- (a) The Redemption Date;
- (b) The aggregate number of shares of Series A Preferred Stock to be redeemed on such date;
- (c) The number of shares of Series A Preferred Stock held by such holder to be redeemed on such date;
- (d) The calculation of the Redemption Price per share to be paid on each share of Series A Preferred Stock to be redeemed on such date;
- (e) The aggregate Redemption Price to be paid to such holder on such date;

(f) The place in which the stock certificates evidencing the shares to be redeemed are to be surrendered (which place shall be the office of the Corporation referred to in Section 8.2) and, subject to Section 8.1, the place at which holders may obtain payment of the Redemption Price; and

(g) That upon the specified Redemption Date (unless the Corporation defaults in making payment of the Redemption Price), the holders of the Series A Preferred Stock to be redeemed shall cease to be stockholders with respect to such shares and that after such Redemption Date such shares shall no longer be transferable on the books of the Corporation and such holders shall have no interest in or claim against the Corporation with respect to such shares, but shall be entitled only to receive the Redemption Price without interest thereon, upon surrender of the stock certificates as aforesaid.

Such notice of redemption shall also certify all facts (i) set forth in paragraphs 4.2(a) through 4.2(h) above and (ii) that are conditions to redemption specified in Section 1041 of the Oklahoma General Corporation Act. Notice of redemption having been so given, the aggregate Redemption Price for the shares of Series A Preferred Stock specified in such notice shall become due and payable on the specified Redemption Date.

4.3 Partial Redemption Pro Rata. If at the time of any redemption of less than all of the shares of Series A Preferred Stock then outstanding there is more than one holder of Series A Preferred Stock, there shall be redeemed from each such holder an integral number of shares equal, as nearly as practicable, to the proportion of all of the shares to be redeemed that the number of shares held of record by such holder bears to the total number of shares of Series A Preferred Stock at the time outstanding, with adjustments, to the extent practicable, to equalize for any prior redemptions not in such proportion.

4.4 Acquisition of Shares; No Other Optional Redemption. The Corporation shall not, and shall not permit any Person acting on its behalf to, directly or indirectly, acquire or make any offer to acquire any shares of Series A Preferred Stock unless the Corporation or such other Person shall have offered to acquire shares of Series A Preferred Stock, pro rata, from all holders of the Series A Preferred Stock and upon the same terms. Except as provided in Section 4.1 or pursuant to an offer made in compliance with the preceding sentence, the Corporation shall not make any optional redemption (whether directly or indirectly by purchase or other acquisition) in respect of the Series A Preferred Stock.

4.5 Cancellation of Redeemed or Acquired Shares. In the event that the Corporation redeems or otherwise acquires any shares of Series A Preferred Stock, such shares shall immediately thereafter be cancelled and no shares of Series A Preferred Stock shall be issued in substitution therefor. Shares of Series A Preferred Stock which are so redeemed or otherwise acquired and cancelled or required to be cancelled shall resume the status which they had prior to the adoption by the Board of Directors of resolutions creating such series and shall thereafter have the status of authorized but unissued shares of the Corporation and may be reissued from time to time upon adoption of a resolution or resolutions by the Board of Directors of the Corporation creating a new series of Preferred Stock or increasing the number of shares constituting any series of Preferred Stock.

5. REDEMPTION AT OPTION OF HOLDER

5.1 Optional Right to Put. To the extent permitted under applicable law and subject to the provisions of any loan agreements with respect to Senior Debt of the Corporation, the holders of Series A Preferred Stock may, at any time on or after April 1, 1997, present all of the Series A Preferred Stock held by such holder to the Corporation and require the Corporation to redeem all of such shares (the "Put") for a cash purchase price (the "Put Price") equal to, in each case, the sum of

- (a) The amount of accrued and unpaid cumulative dividends on the shares being Put to the date fixed for such Put (the "Put Date"), plus

(b) One thousand dollars (\$1,000.00) per share Put to the Corporation.

5.2 Automatic Put. To the extent permitted under applicable law and subject to the provisions of any loan agreements with respect to Senior Debt of the Corporation, the holders of Series A Preferred Stock shall be deemed to have Put the Series A Preferred Stock to the Corporation for the Put Price on the date a holder of Senior Debt of the Corporation declares a default and accelerates all amounts due thereunder, if such debt is not reinstated or paid in full by the Corporation within 90 days after such default is declared.

5.3 Status of Shareholder. Unless otherwise required by law, the Put of all of the Series A Preferred Stock under Paragraph 5.1 or 5.2 hereof will not convert the status of a holder of Series A Preferred Stock as a Shareholder of the Corporation to a creditor of the Corporation. The obligations of the Corporation in respect of the Put under Paragraph 5.1 or 5.2 hereof shall at all times be subordinate to the obligations of the Corporation in respect of any Senior Debt.

5.4 Notice of Put. A holder of Series A Preferred Stock who Puts such stock to the Corporation shall give notice of the Put (the "Put Notice") in accordance with this Section 5 to the Corporation not less than 120 days before the applicable Put Date, specifying:

(a) The Put Date; and

(b) The number of shares of Series A Preferred Stock held by such holder to be Put on such date.

Such notice of Put shall also certify all facts that are conditions to any such Put. Notice of Put having been so given, the aggregate Put Price for the shares of Series A Preferred Stock specified in such notice shall become due and payable on the specified Put Date.

Upon receipt of a proper notice of Put from a the holder of Series A Preferred Stock, the Corporation shall notify each holder of (i) the calculation of the Put Price per share to be paid on each share of Series A Preferred Stock to be Put on the Put Date; (ii) the aggregate Put Price to be paid to any holder on such date; (iii) the place in which the stock certificates evidencing the shares to be Put are to be surrendered (which place shall be the office of the Corporation referred to in Section 8.2), and subject to Section 8.1, the place at which holders may obtain payment of the Put Price; and (iv) that upon the specified Put Date (unless the Corporation defaults in making payment of the Put Price), the holders of the Series A Preferred Stock to be redeemed shall cease to be stockholders with respect to such shares and that after such Put Date such shares shall no longer be transferrable on the books of the

Corporation and such holder shall have no interest in or claim against the Corporation with respect to such shares, but shall be entitled only to receive the Put Price without interest thereon, upon surrender of the stock certificates as aforesaid.

5.5 Cancellation of Acquired Shares. In the event that a holder of Series A Preferred Stock Puts his shares to the Corporation, such shares shall immediately thereafter be cancelled and no shares of Series A Preferred Stock shall be issued in substitution therefor. Shares of Series A Preferred Stock which are so acquired and cancelled or required to be cancelled shall resume the status which they had prior to the adoption by the Board of Directors of resolutions creating such series and shall thereafter have the status of authorized but unissued shares of the Corporation and may be reissued from time to time upon adoption of a resolution or resolutions by the Board of Directors of the Corporation creating a new series of Preferred Stock or increasing the number of shares constituting any series of Preferred Stock.

5.6 Covenants. The Corporation covenants and agrees with each holder of the Series A Preferred Stock as follows:

5.6.1 Financial Information. After receiving the Put Notice, the Corporation will furnish, or will cause to be furnished, to each holder of Series A Preferred Stock copies of the following financial statements and information:

(a) As soon as practicable and in any event, within thirty (30) days after the end of the calendar month in question:

- (i) A consolidated balance sheet of the Corporation and its consolidated subsidiaries as of the end of the calendar month which is the fourth month preceding the month in which the Put Date occurs (the "First Month"),
 - (ii) A consolidated balance sheet of the Corporation and its consolidated subsidiaries as of the end of the calendar month next ended after the First Month (the "Second Month"), and
 - (iii) A consolidated balance sheet of the Corporation and its consolidated subsidiaries as of the end of the calendar month next ended after the Second Month (the "Third Month");
- in each case certified by the chief financial officer of the Corporation

that such balance sheets were prepared in accordance with the books and records of the Corporation, fairly present the financial condition of the Corporation and its consolidated subsidiaries as of the dates thereof and have been prepared in accordance with generally accepted accounting principles, consistently applied, subject to normal year-end adjustments.

(b) At the time each of the consolidated balance sheets delivered pursuant to subparagraph (a) above is delivered, the Corporation shall provide a certificate of the chief financial officer of the Corporation reflecting the calculation of the Working Capital Surplus as of the date of such certificate (the "Working Capital Certificate").

(c) As soon as possible and in any event within three Business Days after the Corporation has knowledge of any event which can be reasonably expected to cause a material adverse change in (i) the balance sheets, or (ii) the Working Capital Surplus specified in a Working Capital Certificate, each to be delivered pursuant this Section 5.4.1, the Corporation will notify the holders of the Series A Preferred Stock of such event.

5.6.2 Definitions.

"Sale Event" — means the first to occur of the following:

- (i) Failure by the Corporation to deliver the balance sheets or the Working Capital Certificate required by Section 5.6.1 hereof;
- (ii) As reflected in the Working Capital Certificate delivered pursuant to Subsection 5.6.1(b) with the First Month's balance sheet, the Working Capital Surplus is less than \$250,000;
- (iii) As reflected in the Working Capital Certificate delivered pursuant to Subsection 5.6.1(b) with the Second Month's balance sheet, the Working Capital Surplus is less than \$750,000;
- (iv) As reflected in the Working Capital Certificate delivered pursuant to

Subsection 5.6.1(b) with the Third Month's balance sheet, the Working Capital Surplus is less than \$1,500,000;

- (v) The occurrence of an event described in Subsection 5.6.1(c), which, if it had been properly reflected in the balance sheets delivered subsequent to the date of the occurrence, would have caused the Working Capital Surplus to be less than required by the applicable clause (ii) through (iv) above, unless such deficit has been cured as reflected in a balance sheet dated subsequent to the occurrence of the event or as otherwise cured within ten (10) days following notice of the event to the holders of Series A Preferred Stock pursuant to Section 5.6.1(c); or
- (vi) Failure by the Corporation to purchase the Series A Preferred Stock in accordance with this Section 5.

“Working Capital Surplus” — means and shall be calculated in the Working Capital Certificate as follows: (i) the amount by which Current Assets exceeds Current Liabilities as reflected in the consolidated balance sheet of the Corporation delivered with the Working Capital Certificate, plus (ii) the amount of any net proceeds to the Corporation from the issuance of capital stock of the Corporation after the date of the foregoing balance sheet.

“Current Assets” — means, as of any date, without duplication, all current assets (including cash) of the Corporation and its subsidiaries, on a consolidated basis, at such date, as determined in accordance with generally accepted accounting principles, consistently applied.

“Current Liabilities” — means, as of any date, all current liabilities of the Corporation and its subsidiaries, on a consolidated basis at such date, as determined in accordance with generally accepted accounting principles, consistently applied; provided, however, Current Liabilities shall not include the Redemption Price for the Series A Preferred Stock or other current maturities of long-term debt payable after the Put Date.

5.6.3 Sale. If a Sale Event occurs, the Corporation agrees to institute proceedings to accomplish a sale of the Corporation or its assets for the highest immediate value (the “Sale”) and agrees to use its best efforts to accomplish such sale. Without limiting the generality of the foregoing, unless postponed or waived by means of written consent executed by the holders of a majority

of the issued and outstanding Series A Preferred Stock, the following shall apply:

(a) The Corporation shall use its best efforts to enter into within twenty (20) days from the Sale Event an engagement agreement with an investment banker or business broker reasonably qualified to evaluate and assist the Corporation with the Sale (the "Investment Banker").

(b) The Investment Banker shall agree to use all reasonable efforts and the Corporation agrees to use its best efforts to prepare and distribute appropriate marketing and sales brochures and information ("Offering Materials") to seek offers (the "Offers") from those persons identified by the Corporation and the Investment Banker as prospective purchasers of the Corporation or its assets (the "Prospective Purchasers"). In determining the Prospective Purchasers, the Corporation and the Investment Banker will exercise their reasonable business judgment. The Prospective Purchasers may include affiliates and stockholders of the Corporation. The Offering Materials will be first sent to Prospective Purchasers within sixty (60) days from the Sale Event. The Corporation will provide copies of the Offering Materials to the holders of the Series A Preferred Stock and will notify such holders of the identity of the Prospective Purchasers.

(c) The Prospective Purchasers will be instructed to submit the terms of their Offers no later than a date which is one hundred twenty (120) days from the Sale Event. The Board of Directors will only consider offers with terms certain that, upon acceptance by the Corporation, can be closed on or within 160 days from the Sale Event.

(d) The Board of Directors of the Corporation shall evaluate each of the Offers, with the assistance of the Investment Banker, and shall determine within one hundred thirty (130) days from the Sale Event which Offer constitutes the highest immediate value for the Corporation or its assets and shall proceed to negotiate in good faith with the Prospective Purchaser making the Offer in question. The Board of Directors shall close the Sale on or within 160 days of the Sale Event, unless otherwise prohibited by injunction or court order.

(e) Nothing contained herein shall be construed to require the Corporation to conduct any

offering in such a manner as would require registration of any securities with the Securities and Exchange Commission or any state administrative agency.

(f) The proceeds of a sale of the Corporation shall be first applied to extinguish the Senior Debt and any other debt of the Corporation which is senior, by laws, to the Series A Preferred Stock. Any remaining available proceeds of a sale will then be used to redeem the Series A Preferred Stock.

(g) Unless otherwise required by law, the occurrence of a Sale Event will not convert the status of a holder of Series A Preferred Stock from shareholder to creditor.

(h) The directors of the Corporation are expressly relieved of any duty to obtain the best value reasonably available while conducting the sale of the Corporation in accordance with this Section 5.6.3 and in evaluating the Offers.

5.6.4 **Remedies.** The following remedies are intended to be cumulative of any rights the holders of the Series A Preferred Stock may have and may be exercised at the option of such holders:

(a) **Injunctive Relief.** If the remedy at law for any breach of the obligations of the Corporation contained in this Section 5 is and will be inadequate, and in the event of a breach or threatened breach thereof by the Corporation, the holders of the Series A Preferred Stock shall be entitled to seek equitable relief from a court of competent jurisdiction, which equitable relief shall include, but not be limited to, seeking specific performance of the Corporation's covenants contained in this Section 5, seeking the appointment of a receiver to perform the covenants contained in this Section 5 and injunctive relief from any violation.

(b) **Contingent Voting Rights.** In the event a Sale Event has occurred and the Corporation has, without the prior written consent of the holders of a majority of the issued and outstanding shares of Series A Preferred Stock, (i) failed to engage an Investment Banker within twenty (20) days from the occurrence of the Sale Event, (ii) failed to distribute Offering Materials to Prospective Purchasers within sixty (60) days from the Sale Event, or (iii) has not accepted an Offer and entered into a definitive agreement with respect to the Sale of the

Corporation or its assets within one hundred fifty (150) days from the Sale Event, the holders of the Series A Preferred Stock, voting as a class, shall be entitled to elect the smallest number of directors which, when combined with the number of directors elected by virtue of the ownership of, or proxies for, Common Stock or other capital stock of the Corporation, will constitute a majority of the total authorized number of directors, and the holders of the Common Stock or other capital stock shall be entitled to elect the remaining members of the Board of Directors. At such time as all monies required to be paid to the holders of the Series A Preferred Stock have been paid, the contingent rights of the holders of the Series A Preferred Stock to elect a majority of the Board of Directors as provided in this subsection shall cease. At any time after the voting power to elect a majority of the Board of Directors shall become vested in the holders of the Series A Preferred Stock provided in this subsection, the president or any vice president of this Corporation shall, upon the request of the record holders of at least 20% of the Series A Preferred Stock then outstanding, addressed to any of them at the principal office of the Corporation, call a special meeting of the holders of the Series A Preferred Stock and such other of this Corporation's capital stock as shall then have the right to vote for the election of directors, to be held at the place and upon the notice specified in the By-laws of this Corporation for the holding of meetings. If such meeting shall not be so called within two (2) days after personal service of the request, or in lieu of making such a request, the holders of a majority of the issued and outstanding Series A Preferred Stock may, by written consent delivered to the Corporation in accordance with Section 1073 of the Oklahoma General Corporation Act, elect the persons to serve as directors which are to be elected by the holders of Series A Preferred Stock pursuant to this Section 5.6.4. When the voting rights of the Series A Preferred Stock as provided in this Section 5.6.4 have ceased, the term of office of the persons elected by them as directors as a result of this Section 5.6.4 shall terminate and the vacancies shall either be filled by the remaining directors elected by the holders of the outstanding Common Stock or other capital stock of the Corporation, or the number of directors constituting the entire board may be reduced by the remaining directors.

6. LIQUIDATION. In the event of any liquidation, dissolution or winding up, whether voluntary or involuntary, of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled, in preference to the Common Stock and any other class of stock ranking junior to the Series A Preferred Stock, to be paid in full, out of the net assets of the Corporation, a cash liquidation price equal to the sum of

(a) the amount of accrued and unpaid cumulative dividends on such shares to the date of distribution thereof, plus

(b) \$1,000.00 per share;

provided that (i) the Corporation shall not voluntarily liquidate, dissolve or wind up before October 31, 1995 without the written consent of the holders of all of the shares of Series A Preferred Stock then outstanding. Unless and until such payment in full is made to the holders of the Series A Preferred Stock, no distribution shall be made in respect of the Common Stock or any other class of stock ranking junior to the Series A Preferred Stock. If, upon any liquidation, dissolution or winding up of the Corporation, the assets distributable to the holders of the Series A Preferred Stock shall be insufficient to permit the payment of the full preferential amounts to which they shall be entitled, then the entire assets of the Corporation available to be distributed to holders of the Series A Preferred Stock then outstanding shall be distributed among such holders ratably in proportion to the full preferential amounts to which they are respectively entitled. A statutory consolidation or merger of the Corporation shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph.

7. VOTING RIGHTS. Except as provided in Section 5.6.4 hereof and as required under applicable law, the Series A Preferred Stock shall have no voting rights.

8. MISCELLANEOUS.

8.1 Payments. All dividends on, redemptions of and other payments in respect of shares of Series A Preferred Stock shall be made in such coin or currency of the United States of America as at the time of payment thereof is legal tender for the payment of public and private debts by check mailed and addressed to the holder of record thereof at the address shown in the stock register of Series A Preferred Stock maintained by the Corporation pursuant to Section 8.2 or, at the option of such holder, in such manner and at such other place in the United States of America as the holder shall have designated to the Corporation in writing. If any payment due on, or with respect to, any Series A Preferred Stock shall fall due on a day other than a Business Day, then such payment shall be made on the first Business Day immediately preceding the day on which such payment shall have so fallen due.

8.2 Registration of Transfer. The Corporation shall keep at its principal office (or at such other office in the United States of America as the Corporation shall have notified each holder of Series A Preferred Stock in writing at least 30 days before any change of such location) a stock register for the registration of transfer or exchange of the Series A Preferred Stock. Upon the surrender of any stock certificate evidencing shares of Series A Preferred Stock at such office of the Corporation, the Corporation shall, at the request of the holder of record of such certificate, execute and deliver (at the Corporation's expense) a new stock certificate or certificates in exchange therefor representing, in the aggregate, the number of shares of Series A Preferred Stock represented by the surrendered stock certificate. The Corporation shall cancel any such surrendered stock certificate. Each such new stock certificate shall be registered in such name and shall represent such number of shares of Series A Preferred Stock as are requested by the holder of the surrendered stock certificate, shall be substantially identical in form to the surrendered stock certificate and dividends shall be calculated cumulatively on the shares of Series A Preferred Stock evidenced by such new stock certificate at the rate and in the manner provided in this Article Fourth.

8.3 Replacement. Notwithstanding anything in the Corporation's Bylaws to the contrary, upon receipt by the Corporation of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any stock certificate evidencing shares of Series A Preferred Stock and

(a) in the case of loss, theft or destruction, upon receiving an indemnity reasonably satisfactory to it (provided, if the holder or beneficial owner of such stock certificate is an insurance company, bank, pension fund or other institutional investor, such holder's or beneficial owner's own unsecured written agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

the Corporation, at its own expense, shall execute and deliver, in lieu thereof, a new stock certificate evidencing such shares of Series A Preferred Stock.

8.4 Special Agreement of the Corporation. The Corporation covenants and agrees that it shall not, by amendment to this Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms to be observed or performed under this Article Fourth by the Corporation.

8.5 Amendment and Waiver. The provisions of this Article Fourth may be amended and the observance of any term hereof

may be waived, with (and only with) the written consent of the Corporation and the holders of at least 66 2/3% of the shares of Series A Preferred Stock at the time outstanding; provided that no such amendment or waiver shall, without the written consent of the Corporation and the holders of all Series A Preferred Stock at the time outstanding, amend this Section 8.5 or reduce the amount, or change the time, of any payment of any dividend, redemption price, liquidation price or other amount payable in respect of the Series A Preferred Stock. The holder of any Series A Preferred Stock may specify that any such written consent executed by it shall be effective only with respect to a portion of the shares of Series A Preferred Stock held by it (in which case it shall specify the aggregate number of shares of Series A Preferred Stock with respect to which such consent shall be effective) and in the event of any such specification such holder shall be deemed to have executed such written consent only with respect to the portion of the shares of Series A Preferred Stock so specified. Nothing in this Section 8.5 shall amend or modify, or be deemed to amend or modify, any voting requirements under applicable law in respect of any amendment or modification of the terms of this Certificate of Incorporation.

C. Common.

1. GENERAL. Except as provided herein with respect to rights of conversion and voting rights of Class B Common Stock, each share of Class A Common Stock and Class B Common Stock (collectively, hereinafter referred to as the "Common Stock") issued and outstanding shall be identical in all respects, and no dividends shall be paid on any share of Common Stock unless the same dividend is paid on all shares of Common Stock outstanding at the time of such payment; provided, in the event the Corporation declares a stock dividend payable in Common Stock, the holders of Common Stock shall receive such dividend in the same class of Common Stock as the Common Stock on which such dividend is payable. The holders of Common Stock shall have all of the rights of shareholders including, but not limited to, (i) the right to receive dividends, when and as declared by the board of directors out of assets lawfully available therefor, and (ii) in the event of any distribution of assets upon liquidation, dissolution or winding up of the Corporation or otherwise, the right to receive all the assets and funds of the Corporation legally available to common shareholders.

2. VOTING. Class B Common Stock shall not, except as otherwise expressly provided by law, have any voting rights. Without limiting the generality of the foregoing, the Class B Common Stock shall have no right to nominate any person to the board of directors and shall have no voting power whatsoever, and no holder of Class B Common Stock, as such, shall vote or otherwise participate in any proceedings in which action shall be taken by the Corporation or the shareholders thereof. Notwithstanding the foregoing, the holders of Class B Common Stock shall be entitled to notification as to any meeting of the shareholders and may attend such meetings.

3. CONVERSION OF CLASS B COMMON STOCK. In the event the holder of any shares of the Class B Common Stock is a person other than ING, a financial institution that is or becomes a party to a credit or loan agreement with the Corporation (a "Lender") or an "affiliate" of ING Capital or a Lender, such holder shall have the right to convert at such holder's option all or any number of such shares of Class B Common Stock into an equal number of fully paid and nonassessable shares of Class A Common Stock; provided such conversion ratio shall be appropriately adjusted so as to avoid any dilution in the relative rights of the Class B Common Stock to the Class A Common Stock in the event of any subdivision (by stock split or otherwise), combination (by reverse stock split or otherwise) or reclassification of the Class A Common Stock.

As used herein, the term "affiliate" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity, any member of the immediate family of such person or any person who is the executor, administrator or other personal representative of such person.

The holder of any shares of Class B Common Stock may exercise the conversion right provided herein by giving written notice (the "Class B Conversion Notice") to the Corporation stating the number of Class B Common Stock to be converted (the "Class B Conversion Shares"), the name or names in which the stock certificate or stock certificates for the shares of Class A Common Stock are to be issued, and the address to which such certificate or certificates shall be delivered. The Class B Conversion Notice shall be accompanied by the stock certificate or stock certificates representing the Class B Conversion Shares, duly endorsed to the Corporation or accompanied by a written instrument of transfer. The Class B Conversion Notice shall also contain a statement to the following effect:

"The undersigned certifies that [he] has acquired from [ING Capital, a Lender or their affiliate] the shares of Class B Common Stock represented by the enclosed certificate no. _____ and that [the undersigned or specify the beneficial owner(s)] is the lawful owner thereof."

Conversion of the Class B Common Stock into Class A Common Stock shall be deemed to have been effected on the date the Class B Conversion Notice is delivered to the Corporation. Within ten business days after receipt of the Class B Conversion Notice, the Corporation shall issue and deliver by hand against a signed receipt therefor or by United States registered mail, return receipt requested, to the address designated by the holder of the Class B Conversion Shares in the Class B Conversion Notice, a stock certificate or stock certificates of the Corporation representing the number of shares of Class A Common Stock to which such holder is entitled. In the event that only a portion of the number of shares

of Class B Common Stock represented by a stock certificate surrendered for conversion shall be Class B Conversion Shares, the Corporation shall issue and deliver in the manner aforesaid to the holder of the stock certificate so surrendered for conversion a new stock certificate for the number of unconverted shares of Class B Common Stock.

FIFTH. For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, its directors and its shareholders or any class thereof, as the case may be, it is further provided that:

(a) No election of directors need be by written ballot.

(b) The power to adopt, amend or repeal the bylaws is conferred on the board of directors.

SIXTH. To the fullest extent permitted by the Oklahoma General Corporation Act as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

I, the undersigned, for the purpose of Amending a corporation under the laws of the State of Oklahoma, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 22 day of March, 1995.

/s/ Rich De Young

Rich De Young, President

ATTEST:

/s/ James Dvorak

James Dvorak,
Assistant Secretary

FILE IN DUPLICATE

AMENDED
CERTIFICATE OF INCORPORATION
(After Receipt of Payment of Stock)

FILED
DEC 4 1995
OKLAHOMA SECRETARY
OF STATE
FOR OFFICE USE ONLY

PRINT CLEARLY

SOS CORP. KEY:

PLEASE NOTE: This form **MUST** be filed with a letter from the Oklahoma Tax Commission stating the franchise tax has been paid for the current fiscal year. If the authorized capital is increased in excess of fifty thousand dollars (\$50,000.00), the filing fee shall be an amount equal to one-tenth of one percent (1/10 of 1%) of such increase.

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA

The undersigned Oklahoma corporation, for the purpose of amending its certificate of incorporation as provided by Section 1077 of the Oklahoma General Corporation Act, hereby certifies:

- 1. A. The name of the corporation is: American Disposal Services, Inc.
- B. As amended: The name of the corporation has been changed to:
ADS, Inc.
- 2. A. No change, as filed .
- B. As amended: The address of the registered office in the State of Oklahoma and the name of the registered agent at such address is:

NAME	STREET ADDRESS (P.O. BOXES ARE NOT ACCEPTABLE)	CITY	COUNTY	ZIP CODE
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- 3. A. No Change, as filed .
- B. As amended: The duration of the corporation is: _____

- 4. A. No change, as filed .
- B. As amended: The purpose or purposes for which the corporation is formed are:

- 5. A. No change, as filed .
- B. As amended: The aggregate number of the authorized shares, itemized by class, par value of shares, shares without par value, and series, if any, within a class is:

NUMBER OF SHARES	SERIES	PAR VALUE PER SHARE
Common	_____	_____
Preferred	_____	_____

TOTAL NO. SHARES: _____ TOTAL AUTHORIZED CAPITAL: _____

That at a meeting of the Board of Directors, a resolution was duly adopted setting forth the foregoing proposed amendment(s) to the Certificate of Incorporation of said corporation, declaring said amendment(s) to be advisable and calling a meeting of the shareholders of said corporation for consideration thereof.

That thereafter, pursuant to said resolution of its Board of Directors, a meeting of the shareholders of said corporation was duly called and held, at which meeting the necessary number of shares as required by statute were voted in favor of the amendment(s).

SUCH AMENDMENT(S) WAS DULY ADOPTED IN ACCORDANCE WITH 18 O.S., 11077.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be signed by its ___ President and attested by its ___ Secretary, this 17th day of November, 1995.

American Disposal Services, Inc.

(EXACT CORPORATE NAME)

By /s/ Richard De Young

President

Richard De Young

(PLEASE PRINT NAME)

ATTEST:

/s/ Lawrence R. Conrath

Secretary

Lawrence R. Conrath

(PLEASE PRINT NAME)

(SOS FORM 0004-11/86)

**AMENDED AND RESTATED BYLAWS
OF
ADS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF ORGANIZATION

State Form 49459 (R/1-03)
 Approved By State Board Of Accounts 1999

TODD ROKITA
 SECRETARY OF STATE
 CORPORATIONS DIVISION
 302 W. Washington St., Rm. E018
 Indianapolis, IN 46204
 Telephone: (317) 232-6576

APPROVED
 AND
 FILED
 /s/ Todd Rokita
 NO. SECRETARY OF STATE

Instructions: Use 8 1/2" x 11" white paper for attachments.
 Present original and one (1) copy to address in upper right corner of this form.
 Please TYPE or PRINT.
 Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
 FILING FEE: \$90.00

ARTICLES OF ORGANIZATION
The undersigned, desiring to form a Limited Liability Company (hereinafter referred to as "LLC") pursuant to the provisions of: Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I: Name and Principal Office
Name of LLC (the name must include the words "Limited Liability Company," "L.L.C.," or "LLC") Agricultural Acquisitions, LLC
Principal Office: The address of the principal office of the LLC is: (optional)

ARTICLE II: Registered Office and Agent
The name and street address of the LLC's Registered Agent and Registered Office for service of process are: Name of Registered Agent Corporation Service Company
Address of Registered Office (street, city, INDIANA, and ZIP code) 251 East Ohio Street, Suite 500, Indianapolis, Indiana 46204

ARTICLE III: DISSOLUTION
<input type="radio"/> The latest date upon which the LLC is to dissolve:
<input checked="" type="checkbox"/> The Limited Liability Company is perpetual until dissolution.

ARTICLE IV: MANAGEMENT
<input type="radio"/> The Limited Liability Company will be managed by its members.
<input checked="" type="checkbox"/> The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executed these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true
 this 21st day of April, 2006.

Signature	Printed Name
/s/ Darren M. Malek	Darren M. Malek, as Agent for the Member

This instrument was prepared by: (name) Darren M. Malek
Address (number, street, city, state, and Zip Code) Varnum, Riddering, Schmidt & Hewlett LLP, 251 N. Rose St., 4th Floor, Kalamazoo, MI 49007



APPROVED
AND
FILED
/s/ Todd Rokita
NO. SECRETARY OF STATE

Instructions: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-5

Filing Fee: \$30.00

ARTICLES OF AMENDMENT OF THE ARTICLES OF ORGANIZATION OF:	
Name of Limited Liability Company Agricultural Acquisitions, LLC	Date of Organization April 24, 2006
The undersigned manager or member of the above referenced Limited Liability Company (<i>hereinafter referred to as the "LLC"</i>) existing pursuant to the provisions of: <i>Indiana Business Flexibility Act</i> as amended (<i>hereinafter referred to as the "Act"</i>), desiring to give notice of action effectuating amendment of certain provisions of its Articles of Organization, certifies the following facts:	
ARTICLE I Amendment(s)	
The exact text of Article(s) IV: MANAGEMENT of the Articles of Organization is now as follows: (NOTE: If amending the name of LLC, write Article "I" in space above and write The name of the LLC is _____, below.) The Limited Liability Company will be managed by its member(s).	
ARTICLE II	
Date of each amendment's adoption: November 19, 2008	

(Continued on the reverse side)

ARTICLE III Compliance with Legal Requirements

The manner of the adoption of the Articles of Amendment constitute full legal compliance with the provisions of the Act, and the Articles of Organization.

I hereby verify, subject to the penalties of perjury, that the statements contained herein are true, this 19th day of November, 2008.

Signature of current manager or member of LLC

Printed name of manager or member

/s/ David A. Barclay

Republic Services of Indiana, Limited Partnership, Member

Signature's title David A. Barclay, VP/Secretary of General Partner of the sole Member

OPERATING AGREEMENT
FOR
AGRICULTURAL ACQUISITIONS, LLC

Agricultural Acquisitions, LLC, an Indiana limited liability company (the "Company"), and Republic Services of Indiana, Limited Partnership ("RSI"), a Delaware limited partnership, enter this Agreement effective as of April 21, 2006.

ARTICLE 1. THE LIMITED LIABILITY COMPANY

1.1 Operation and Name. The parties hereby agree to operate the Company pursuant to the provisions of this Agreement and the Indiana Business Flexibility Act, as amended (the "Act"). The name of the Company shall be "Agricultural Acquisitions, LLC". The Company may conduct business under that name or such other name or names as its Member(s) (as defined below) shall determine from time to time.

1.2 Character of Business. The business of the Company shall be to carry on any lawful business activities authorized under the Act, including but not limited to employment services and activities incidental or related thereto.

1.3 Single Member. RSI shall be the sole Member of the Company, provided, however, that upon its dissolution or merger, such person(s) or other entities as may succeed to its interest in the Company shall become Members and be bound by the provisions of this Agreement in accordance with the procedures and subject to the conditions set forth in this Agreement. The parties who are described in the foregoing sentence are sometimes referred to below as the "Member(s)."

ARTICLE 2. CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The capital contributions required to be made to the Company initially shall be as indicated on Exhibit A, attached hereto and by this reference made a part hereof. Such contribution shall be made in exchange for receipt of a membership interest in the Company and shall be made in cash at the time of execution of this Agreement unless otherwise indicated on Exhibit A.

2.2 Right to Withdraw. No Member shall be entitled to withdraw or resign from the Company and/or to withdraw his capital contribution, except with the signed written consent of all persons who are Members at the time of the withdrawal.

2.3 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital. Any funds received by the Company from any Member shall be treated as a loan, payable on demand with interest at the rate of 10% per annum, unless under this Agreement such funds were required to be contributed as a capital contribution.

ARTICLE 3. ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations of Profits and Losses. The Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member(s) in accordance with their percentage interests in the Company.

3.2 Distributions of Cash Flow. At such time or times as the Member(s) so determines, the Company shall distribute to the Member(s) the Company's available funds, which for this purpose shall mean funds the Member(s) determines to be in excess of those required for the payment of, or the reservation of funds for the payment of, the Company's expenses, liabilities (contingent or otherwise), capital improvements and acquisitions, and other obligations of the Company.

3.3 Distributions Prohibited. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities.

ARTICLE 4. MANAGEMENT AND EXCULPATION

4.1 Governance. The Company shall be managed by its Member(s).

4.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint on the Company's behalf, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to, on the Company's behalf: (a) open one or more depository accounts and receive and deposit funds in the Company's account(s); (b) loan or invest funds to any person, including any affiliate of a Member; and (c) enter into any and all agreements and execute any and all contracts, documents and instruments, including contracts to purchase, finance, mortgage, lease, sell, or otherwise dispose of real estate or other assets.

4.3 Indemnification.

(a) Except as otherwise provided in this Article IV, the Company shall indemnify any Member or Manager and may indemnify any employee or other agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that the Member, Manager, employee or agent of the Company operates in that capacity, against expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if such person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner that such person reasonably believed to be in the best interests of the Company and, with respect to a criminal action or proceeding, if such person had no reasonable cause to believe that the Person's conduct was unlawful.

(b) To the extent that a Member, Manager, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, the Member or Manager shall and the employee or agent may be indemnified and held harmless from and against actual and reasonable expenses, including attorneys fees, incurred by such Person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the indemnification provisions of this Article IV.

(c) Any indemnification permitted under this Article IV, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Member(s) who are not parties or threatened to be made parties to the action, suit or proceeding.

(d) Notwithstanding anything in this Operating Agreement or otherwise to the contrary, no indemnification shall be provided to any Member, Manager, employee or agent of the Company in connection with the receipt of a financial benefit to which the person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, any breach of the duty of loyalty or a knowing violation of the law.

ARTICLE 5. ACCESS TO INFORMATION

5.1 Information Relating to Company. Each Member has the right and shall have access to and may inspect and copy all books, records and materials in the Company's possession regarding the Company or its activities subject to the provisions of the Act.

5.2 Records of Business and Affairs. The Company shall keep and make available as required by law any books and records of the Company's business and affairs.

ARTICLE 6. TRANSFERS OF INTERESTS

6.1 Transfers Permitted. At any time when the Company has only a single Member, the Member may transfer his interest in the Company at such time and in such manner as the Member may desire, provided such transfer is reflected in a written instrument signed by the Member. Upon the death or disability of a person who is the single Member of the Company, his successor(s) in interest shall automatically become a Member(s) with full voting rights and shall succeed to the interest of the deceased or disabled single member upon signing a counterpart to this Agreement, which shall constitute an agreement between such single member and the Assignee(s) as contemplated by the second sentence of Section 506(1) of the Act. Regardless of whether any such assignee signs this Agreement or any counterpart thereof, any person acquiring an interest in the Company shall be bound by the terms and provisions of this Agreement, as it may be amended from time to time.

6.2 Transfers Prohibited. At any time when there is more than one Member, no Member may transfer any rights, interests, or responsibilities it may have in the Company, and no third party may acquire any interest from a Member, except with the signed written consent of all persons who are or were Members at the time of transfer. Any purported transfer in violation of this Agreement shall be null and void *ab initio*.

ARTICLE 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first to occur of the following events:

- (a) a written consent signed by the Member(s); or
- (b) the time specified or the happening of any event specified in the Company's Articles of Organization or any other event causing a dissolution of a limited liability company under the Act.

The Company shall not be dissolved, and no Member shall cease to be a Member of the Company, solely as a result of any event of bankruptcy, including any assignment for the benefit of creditors; a voluntary petition in bankruptcy; an adjudication of bankruptcy or insolvency, or entry of an order of relief, in any bankruptcy or insolvency proceedings; the filing of a petition or answer seeking for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against any Member in any proceeding of the foregoing nature; or the seeking, consenting to, or acquiescence in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of its properties. It is the intent of the parties that the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member shall not give rise to dissolution of the Company.

7.2 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

7.3 Liquidation. Upon the Company's dissolution, the Members shall act jointly, or (if they unanimously agree) appoint someone to act, as liquidator to wind up the Company as soon as practical. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations; and then to the Member(s), first in satisfaction of liabilities for distributions, and then as a distribution and return of capital. Such proceeds shall be paid to the Member(s) within ninety (90) days after the date of winding up.

7.4 Distributions in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Member(s), the liquidator shall distribute such assets.

7.5 Certificate of Dissolution. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Member shall execute, or cause the Company to execute, certificates of dissolution and take such other actions as may be necessary to terminate the Company.

ARTICLE 8. AMENDMENT TO AGREEMENT

Amendments to this Agreement shall be adopted and become effective only if approved in writing and signed by all persons who are Member(s) at the time of the amendment.

ARTICLE 9. NOTICES

9.1 Method for Notices. All notices given hereunder shall be in writing and shall be sent by first class mail, postage prepaid, and addressed to the intended recipient at its last known address and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

9.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement (a) contains the entire agreement among the parties with respect to its subject matter, (b) shall be construed in accordance with, and governed by, the laws of the State of Indiana, and (c) shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, except as otherwise set forth.

10.2 Construction Principles. Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings and underlined Article titles are for guidance only and shall have no significance in the interpretation of this Agreement.

10.3 Waivers. Failure or delay of any party in exercising any right or remedy under this Agreement will not operate as a waiver of the terms of this Agreement. The express waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver will be effective unless and until it is in written form and signed by the waiving party.

10.4 Validity and Severability. If any provision of this Agreement contravenes any law and such contravention would invalidate this Agreement, or if the operation of any provision of this Agreement is determined by law, administrative regulation or otherwise to result in classification of the Company as an association taxable as a corporation for federal income tax purposes, or to make a Member generally liable for the obligations of the Company, then such provision is declared to be invalid and subject to severance from the remaining portions of this Agreement, and this Agreement shall be read and construed as through it did not contain such provision in a manner to give effect to the intention of the parties to the fullest extent possible.

SOLE MEMBER:
REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP

By: it's General Partner
Republic Services, Inc.

By: /s/ David A. Barclay
David A. Barclay
Its: Sr. Vice President & Gen. Counsel

EXHIBIT A

Name
Republic Services of Indiana, Limited Partnership

Sharing Ratio
100%

A-1

F I L E D
IN THE OFFICE OF THE SECRETARY
OF STATE OF THE STATE OF OREGON.
JAN 6 1988
CORPORATION DIVISION

**Submit the Original
and One True Copy
331.115) \$40.00**

**STATE OF OREGON
CORPORATION DIVISION
158 12th Street NE
Salem, OR 97310**

**Registry Number:
Office Use Only)**

**ARTICLES OF INCORPORATION
BUSINESS CORPORATION**

PLEASE TYPE OF PRINT LEGIBLY IN BLACK INK

Article 1: Name of the corporation: Agri-Tech, Inc.

Note: The name must contain the word "Corporation," "Company," "Incorporated," or "Limited" or an abbreviation of one of such words.

Article 2: Number of shares the corporation will have authority to issue: 1,000 no par value

Article 3: Name of the initial registered agent: Gary Barton

Address of initial registered office (Must be a street address in Oregon which is identical to the registered agent's business office):

<u>744 NW 4th</u>	<u>Corvallis</u>	<u>OREGON</u>	<u>97330</u>
Street and Number	City	State	Zip Code

Mailing address of registered agent (if different from the registered office):

<u>same</u>			
Street & Number or PO Box	City	State	Zip Code

Article 4: Address where the Division may mail notices:

(C/O:
(Attn:)

<u>Same as above</u>			
Street & Number or PO Box	City	State	Zip Code

Article 5: Name and address of each incorporator:

<u>Scott A. Fewel</u>	
<u>456 SW Monroe #101, Corvallis</u>	

Article 6: Optional Provisions (Attach additional sheets, if necessary):

Execution: <u>/s/ Scott A. Fewel</u>	<u>Scott A. Fewel</u>	<u>INCORPORATOR</u>
Signature	Printed Name	Title
Signature	Printed Name	Title

Person to contact about this filing:	<u>Scott A. Fewel</u>	<u>752-5154</u>
	Name	Daytime Phone Number

Submit the original and the true copy to the Corporation Division, 158 12th Street NE, Salem, Oregon 97310, with the fee of \$30.00 and the surcharge of \$10.00 — Total \$40.00. PLEASE DO NOT SEND CASH. If you have questions, call (503) 378-4166.

AC-1 (6/87) 831.115 (\$40.00)

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

Submit the original and one true copy \$10.00

Registry Number: 099555-84



SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY
FILED
AUG 12 1993
Secretary of State

ARTICLES OF AMENDMENT
By Incorporators, Directors or Shareholders

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

- 1. Name of the corporation prior to amendment: Aqri-Tech, Inc.
2. State the article number(s) and set forth the article(s) as it is amended to read or attach a separate sheet. Article # 1: Name of Corporation: Aqri-Tech, Inc. of Oregon
3. The amendment(s) was adopted on 7-1, 1993. (If more than one amendment was adopted, identify the date of adoption of each amendment.)
4. Check the appropriate statement:
o Shareholder action was required to adopt the amendment(s). The vote was as follows:

Table with 5 columns: Class or series of shares, Number of shares outstanding, Number of votes entitled to be cast, Number of votes cast for, Number of votes cast against.

- [x] Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.
o The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the incorporators or by the board of directors.

Execution: /s/ William B. Webber Signature William B. Webber Printed name President Title

Person to contact about this filing: Cathy Turley Name (503) 757-0011 Daytime phone number

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210. BC-2 (9191)

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
AGRI-TECH, INC. OF OREGON

1. The name of the corporation is Agri-Tech, Inc. of Oregon.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE 6. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article 6, or adoption of any provision of these Articles of Incorporation inconsistent with this Article 6, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article 6 and pertains to any

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act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article 6 unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article 6 shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal."

"ARTICLE 7. INDEMNIFICATION

"D. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article 7 shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

"E. Indemnification provided under this Article 7 shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person's heirs, personal representatives, and administrators.

"F. The right to indemnification conferred by this Article 7 shall be considered a contract right between the corporation and the person entitled to indemnity under this Article 7.

"G. In addition to any rights set forth above in this Article 7, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law."

3. The date each amendment was adopted is August 18, 1999.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

4. The amendments were approved by the shareholders. Five hundred shares of the corporation are outstanding, 500 votes are entitled to be cast on the amendments, 500 votes were cast for the amendments, and no votes were cast against the amendments.

Agri-Tech, Inc. of Oregon

By /s/ Gary A. Barton
Gary A. Barton, Vice President

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

**AMENDED AND RESTATED BYLAWS
OF
AGRI-TECH, INC. OF OREGON
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

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

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

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

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

ARTICLE III
DIRECTORS

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

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for

their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties

as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or

in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors

for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or

interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

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

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable

standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance

on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

H 166-261	
Printed by:	Checked by:
Ums	[Signature]

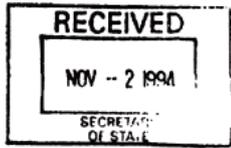
ECS ENVIRONMENTAL CONTRACTORS, INC.

ARTICLES OF AMENDMENT

TO

ARTICLES OF INCORPORATION

1. The name of the corporation is ECS ENVIRONMENTAL CONTRACTORS, INC. ("Corporation").
 2. The Articles of Incorporation of ECS ENVIRONMENTAL CONTRACTORS, INC. are hereby amended by changing the name of the Corporation to **ALABAMA RECYCLING SERVICES, INC.**
 3. The Articles of Incorporation are further amended by deleting subparagraph (a) of Article 3 of the Articles of Incorporation and inserting the following language in its stead:
 - (a) Picking up, transporting, sorting, recycling, disposing of and reselling waste material.
 4. The amendments to the Articles of Incorporation as set forth in paragraphs 2 and 3 above have been duly recommended by the board of directors of the Corporation and approved by the stockholders of the Corporation as required by law on October 25, 1994.
 5. There is only one class of stock outstanding. There are One Thousand (1,000) shares of capital stock outstanding, all of which are entitled to vote.
 6. All of the outstanding shares of capital stock were voted in favor of the amendments, and none were voted against the amendment.
 7. The undersigned president acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned president acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.
- IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its president and attested to by its secretary on this 26th day of October, 1994.



ATTEST:

ECS ENVIRONMENTAL CONTRACTORS, INC.

/s/ GW
Its Secretary

By: /s/ [ILLEGIBLE]
Its President

VERIFICATION

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, Anne R. Moses, a notary public in and for said county in said state, personally appeared George M. Ward, secretary of the aforementioned corporation, who being first duly sworn, makes oath that he has read the foregoing Articles of Amendment and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Subscribed and sworn to before me this the 26th day of October, 1994.

/s/ Anne R. Moses
Notary Public

MY COMMISSION EXPIRES MARCH 28, 1997

State of Alabama - Jefferson County
I certify this instrument filed on:
1994 OCT 28 P.M. 14:05
Recorded and \$ Mig. Tax
and \$ 11.00 Deed Tax and Fee Amt.
\$ 11.00 Total \$ 11.00
GEORGE R. REYNOLDS, Judge of Probate

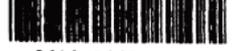


9412/7988



THIS INSTRUMENT PREPARED BY:
William S. Fishburne, III
Sadler, Sullivan, Herring & Sharp, P.C.
2500 SouthTrust Tower
Birmingham, Alabama 35203

State of Alabama - Jefferson County
I certify this instrument filed on:
1994 AUG 18 A.M. 11:41
Recorded and \$ Mtg. Tax
and \$ 36.00 Deed Tax and Fee Amt.
\$ 36.00 Total \$ 36.00
GEORGE R. REYNOLDS, Judge of Probate



9410/2065

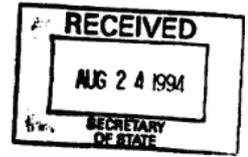
# 166201	
Posted by:	Checked by:
C.S.	[Signature]

ARTICLES OF INCORPORATION
OF
ECS ENVIRONMENTAL CONTRACTORS, INC.

TO THE HONORABLE JUDGE OF PROBATE
IN AND FOR JEFFERSON COUNTY, ALABAMA

The undersigned, William S. Fishburne, III, being over the age of nineteen years, and acting as incorporator of a corporation under the laws of the State of Alabama, adopts the following Articles of Incorporation for such corporation:

1. The name of the corporation is: ECS Environmental Contractors, Inc.
2. The period of duration of the corporation shall be perpetual.
3. The objects and purposes for which the corporation is formed are:
 - (a) Picking up, transporting, sorting, disposing of and reselling waste material.



(b) The transaction of any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act.

(c) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and in any manner dispose of, real property of any kind, class, interest, or type, wheresoever situated, and to exercise, carry out and enjoy any license, power, authority, concession, right or privilege which any corporation may make or grant.

(d) To manufacture, purchase, or otherwise acquire, and to hold, own, mortgage, pledge, sell, transfer, or in any manner dispose of, and to deal and trade in goods, wares, merchandise and personal property of every class and description, wherever situated; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations of whatever character or description, together with the equipment, rolling stock, and other facilities used or useful in connection with or incidental thereto.

(e) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the corporation.

(f) To engage in the business of exploiting natural resources, to search, prospect and explore for useful or valuable substances, to acquire and extract such substances, to sell and dispose of such substances, and to refine such substances and manufacture and sell and dispose of products and by-products derived therefrom.

(g) To subscribe for, acquire, hold, sell, assign, transfer, mortgage, pledge, or in any manner dispose of shares of stock, bonds or other evidences of indebtedness or securities issued or created by any other corporation of Alabama or any other state or any foreign country and, while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

(h) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(i) To acquire the good will, rights, assets and properties, and to undertake the whole or any part of the liabilities, of any person, firm, association or corporation; to pay for the same in cash, the stock or other securities of the corporation, or otherwise, to hold, or in any manner dispose of, the whole or any part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of any such business.

(j) To borrow and lend money, without security, or upon the giving or receipt of such security as the board of directors of the corporation may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise.

(k) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures, and other negotiable or transferable instruments.

(l) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its bonds, debentures, notes, scrip, or evidences of indebtedness or any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, transfer or reissue the same; provided that purchases of its own shares of stock may be made only to the extent of earned surplus and to the extent of capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation (or any committee authorized to exercise the powers of the board) shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.

(m) To act as agent, jobber, broker or attorney in fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests therein and Mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interest in and claims affecting the same.

(n) To purchase, take, receive, redeem or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares of stock, and its bonds, debentures, notes, scrip, or other securities or evidences of indebtedness, and to hold, sell, transfer or reissue any thereof.

(o) To enter into any plan or project for the assistance and welfare of its employees.

(p) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic, or foreign, carrying on or proposing to carry on, or any business which this corporation is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.

(q) To have one or more offices to carry on all of its operations and business without restriction or limit as to amount, in any of the states, districts, territories or possessions or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession, colony or country.

(r) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all or any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to any transaction in which this corporation shall receive any lawful consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the

relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation or (E) in which any one or more persons who own stock in this corporation also own stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation or person undertakes corresponding or like obligations or endoressment, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

(s) To carry on any other business in connection with the foregoing.

(t) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise either alone or in conjunction with any person, firm, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors, and shareholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company, or the business of insurance in any of its branches.

4. The total number of shares which the corporation shall have authority to issue shall be one thousand (1,000) shares of common stock of the par value of One Dollar (\$1.00) per share. Each shareholder may have his or her shares issued (A) in his or her individual name, or (B) in the names of two or more persons as joint tenants with right of survivorship and not as tenants in common, or (C) as tenants in common.

5. (a) The name and address of the incorporator is as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
William S. Fishburne, III	2500 SouthTrust Tower Birmingham, Alabama 35203

(b) The initial Board of Directors shall consist of one (1) person; the names and addresses of the directors chosen to serve until the first annual meeting of the shareholders, or until their successors are elected and qualified are as follows:

<u>NAME OF DIRECTORS</u>	<u>ADDRESSES</u>
Gregory R. Bray	5639 Miller Industrial Boulevard Birmingham, Alabama 35210

(c) The names and addresses of the officers chosen for the first year and until their successors are elected and qualified are as follows:

<u>NAME OF OFFICERS</u>	<u>ADDRESSES</u>	<u>OFFICE</u>
Gregory R. Bray	5639 Miller Industrial Blvd. Birmingham, Alabama 35210	President, Secretary and Treasurer

6. The location and mailing address of the initial registered office of the corporation in the state of Alabama is 5639 Miller Industrial Boulevard, Birmingham, Alabama 35210 and the name of its initial registered agent at such address is Gregory R. Bray.

7. (a) This corporation may from time to time issue its shares for such consideration (but not less than par if the shares have a par value) as may be fixed from time to time by the Board of Directors and may receive payment thereof, in whole or in part, in money, labor or services actually performed, personal property (tangible and intangible) or real property. (b) Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of a corporation. (c) In the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of such consideration received shall be conclusive. (d) Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid shares and shall not be liable to any further call or assessment thereon, and the holders

of such shares shall not be liable for any further payment in respect thereof. (e) No certificate for any shares in the corporation shall be issued until such share is fully paid.

8. This corporation may from time to time and at any time issue and sell warrants, in bearer or registered form, or other instruments for the purchase of shares of any class of the corporation within such period of time, or without limit as to time, in such aggregate number of shares, and at such price or prices per share, as the Board of Directors may determine. Such warrants or other instruments may be issued separately or in connection with the issue of any bond, debentures, notes or other evidences of indebtedness of shares of the capital stock of any class of the corporation and for such consideration and on such terms and conditions as the Board of directors may determine to be desirable.

9. This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, of the holders of record of its issued and outstanding shares shall be parties, restricting the transfer of any or all shares represented by certificates upon such reasonable terms and conditions as may be approved by the Board of Directors of this corporation, provided that such restrictions be conspicuously noted upon each certificate representing such shares.

10. So far as not otherwise expressly provided by the laws of the State of Alabama, the corporation shall be entitled to treat the person or entity in whose name any share is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in said share on the part of any person, whether or not the corporation shall have notice thereof.

11. Any and every statute of the State of Alabama hereafter enacted whereby the rights, powers and privileges of the shareholders of corporations organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the action taken by any part but less than all of the shareholders of any such corporation, shall apply to this corporation and to every shareholder thereof, to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Incorporation.

12. By-Laws. (a) The By-Laws of the corporation shall contain provisions for the regulation and management of the affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. (b) The initial By-Laws of the

corporation shall be adopted by the shareholders. (c) The By-Laws of the corporation shall be subject to alteration, amendment or repeal, and new By-Laws may be adopted by the affirmative vote of the majority of the Board of Directors; provided, however, that the Board of Directors may not alter, amend or repeal any By-Law establishing what constitutes a quorum at shareholder's meetings. (d) No amendment decreasing the number of directors shall have the effect of shortening the term of any incumbent director.

13. (a) The corporate powers shall be exercised by the Board of Directors, except as otherwise provided by statute or by these Articles of Incorporation, (b) In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized: (1) to fix and determine and to vary the amount of working capital of the corporation; (2) to determine whether any, and if any, what part of any accumulated profits shall be declared and paid as dividends; (3) to determine the date or dates for the declaration and payment of dividends; and (4) to direct and determine the use and disposition of any surplus or net profits over and above the stated capital paid in. The corporation may, in its By-Laws, confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon directors by statute.

14. If at any time the corporation is engaged in the business of exploiting natural resources, dividends may be declared and paid in cash out of depletion reserves, but each such dividend shall be identified as a distribution of such reserves and the amount per share paid from such reserves shall be disclosed to the shareholders receiving the same concurrently with the distributions thereof.

15. No contract or other transaction between this corporation and one or more of its directors or any other corporation, firm association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest of because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors: or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

16. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

17. Denial of Pre-emptive Rights. No shareholder of any shares of this corporation shall be entitled to any pre-emptive rights under SS10-2A-44 of the Alabama Business Corporation Act or under the corresponding provision of any other or subsequent Alabama statute.

18. Other Activities of the Shareholders. It is contemplated that the shareholders of the Corporation will participate or invest in other business ventures which may be competitive with the business of the Corporation or which may be the type of business which the Corporation is likely to pursue.

Nothing herein shall prohibit any shareholders of the Corporation from investing or participating in any other such business ventures, regardless of the nature of such business ventures and whether or not such investment or participation is pursued for gain, profit or other pecuniary advantage and whether or not such investment or participation will require any services on the part of such shareholders in the operation of the companies in which such investment or participation is made. No shareholder of the Corporation or the Corporation shall have any rights by virtue of their ownership of shares in the Corporation, or otherwise, in and to such other business ventures or the income or profits derived therefrom. The Corporation and each shareholder of the Corporation hereby releases the other shareholders of the Corporation from any claim or cause of action which may arise against any other shareholder, by reason of such shareholder's participation, as an officer, director, shareholder, or otherwise, in such other business venture or ventures, including, but not limited to, any claim for usurpation of corporate opportunity or any such similar claim or cause of action.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures to these Articles of Incorporation this 18th day of August, 1994.

/s/ William S. Fishburne, III
William S. Fishburne, III

**AMENDED AND RESTATED BYLAWS
OF
ALABAMA RECYCLING SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Montgomery, County of Montgomery, State of Alabama.

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

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

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

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

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

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

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

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

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

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

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Alabama. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours* notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Alabama". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

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

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Alabama for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Alabama, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such,

whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

<p style="text-align: center;"> FILE NO. 94445 FILED IN THE OFFICE OF THE CORPORATION COMMISSIONER OF THE STATE OF OREGON SEP 21 1971 FRANK J. HEALY CORPORATION COMMISSIONER </p>

ARTICLES OF INCORPORATION

OF

THE SPADY-REDFIELD CORPORATION

The undersigned, being of legal age and desiring to form a corporation under the Oregon Business Corporation Act, adopts the following Articles of Incorporation, in duplicate:

ARTICLE I

The name of the corporation is:

THE SPADY-REDFIELD CORPORATION

ARTICLE II

The duration of the corporation is perpetual.

ARTICLE III

This corporation is organized for the purpose of engaging in the business of garbage disposal and sanitary service and to engage in any lawful activity for which corporations may be organized under Chapter 57 of the Oregon Revised Statutes.

ARTICLE IV

The aggregate number of shares which this corporation shall have the authority to issue is 1,000 shares of common stock, \$1.00 par value.

All stock shall be issued under the requirements of Section 1244 of the Internal Revenue Code of 1954, as amended, so as to qualify thereunder as small business corporation stock.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED



ARTICLE V

No shareholder of this corporation shall have any preemptive or other preferential right to subscribe to any shares of any class of stock of this corporation, whether now or hereafter authorized, or to any treasury shares offered for sale by the corporation, or to any obligations convertible into the stock of the corporation, issued or sold, nor any right of subscription to any hereof, other than such, if any, as the Board of Directors, in its discretion from time to time may determine, and at such price as the Board of Directors may from time to time fix, regardless of whether the issue or sale of any such shares shall adversely affect said shareholder's proportion of voting power.

ARTICLE VI

No transaction which the corporation may engage in with any officer, director or shareholder, or with any other interested person, or with any affiliated corporation, shall be invalidated or in any way affected merely because of the relationships involved, nor shall such transaction be invalidated or in any way affected merely because such person participated in the decision to enter into such transaction.

ARTICLE VII

The first Board of Directors shall consist of four members whose names and post office addresses are:

Charles J. Spady	160 Oak Lane Lebanon, Oregon 97355
Gordon L. Redfield	3125 South Hill Street Albany, Oregon 97321
Robert E. Bunn	4130 S. W. Fairhaven Corvallis, Oregon 97330

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Daniel E. Bunn

648 West 16th Street
McMinnville, Oregon 97128

ARTICLE VIII

The Registered Agent of this corporation for service of process is Lee Davis Kell, whose address is 1107 Commonwealth Bldg., Portland, Oregon 97204, and said address is the registered office of this corporation.

ARTICLE IX

The name and post office address of the incorporator is as follows: Lee Davis Kell, 1107 Commonwealth Building, Portland, Oregon 97204.

IN WITNESS WHEREOF, I have this 20th day of September, 1971, hereunto set my hand in duplicate.

/s/ Lee Davis Kell

STATE OF OREGON)
) ss.
County of Multnomah)

I, Doris J. Peltier, Notary Public for Oregon, hereby certify that on the 20th day of September, 1971, personally appeared before me Lee Davis Kell, who being by me first duly sworn, declared that he is the person who signed the foregoing Articles of Incorporation, as incorporator, and that the statements therein contained are true.

/s/ Doris J. Peltier
Notary Public for Oregon
My commission expires: 1-6-75

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FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
MAY 25 1983
FRANK J. HEALY
CORPORATION COMMISSIONER

FILE No. 94445
Articles of Amendment

Pursuant to the provisions of ORS 57.370, the undersigned corporation executes the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation prior to this amendment is: The Spady-Redfield Corporation
2. The following amendment of the Articles of Incorporation was adopted by the shareholders on March 15, 1983:
(The article or articles being amended should be set forth in full as they will be amended to read.)

ARTICLE I

The name of the corporation is Albany-Lebanon Sanitation, Inc.

B.C.6 Articles of Amendment—For Gain

8-77 Submit in Duplicate

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3. The total number of shares which, at time of adoption of amendment, were outstanding 1,000; entitled to vote thereon 1,000; voted for amendment 1,000; voted against amendment none. We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

The Spady-Redfield Corporation
Name of Corporation

by /s/ [ILLEGIBLE]

_____ President

and /s/ [ILLEGIBLE]

Asst. Secretary

Dated March 15, 1983.

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ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
ALBANY-LEBANON SANITATION, INC.

1. The name of the corporation is Albany-Lebanon Sanitation, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE X. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article X or adoption of any provision of these Articles of Incorporation inconsistent with this Article X, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article X and pertains to any

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act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article X unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE XI INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article XI shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article XI shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article XI shall be considered a contract right between the corporation and the person entitled to indemnity under this Article XI.

“D. In addition to any rights set forth above in this Article XI, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

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4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Albany-Lebanon Sanitation, Inc.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

Page 3 — ARTICLES OF AMENDMENT

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**AMENDED AND RESTATED BYLAWS
OF
ALBANY-LEBANON SANITATION, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

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

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

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

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

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

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

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

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

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

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

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

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

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

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Microfilm Number _____

Filed with the Department of State on AUG 14 1996

Entry Number 27/10/010

/s/ [ILLEGIBLE]
Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT
DSCB:15-1306/2102/2303/2702/2903/7102a (Rev 90)

Indicate type of domestic corporation (check one):

- X Business-stock (15 Pa. C.S. § 1306) _____ Management (15 Pa. C.S. § 2702)
- _____ Business-nonstock (15 Pa. C.S. § 2102) _____ Professional (15 Pa. C.S. § 2903)
- _____ Business-statutory close (15 Pa. C.S. § 2303) _____ Cooperative (15 Pa. C.S. § 7102A)

In compliance with the requirements of the applicable provisions of 15 Pa. C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby state(s) that:

1. The name of the corporation is Allied Acquisition Pennsylvania, Inc.
2. The (a) address of the corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____

Number and Street	City	State	Zip	County
-------------------	------	-------	-----	--------

(b) c/o: C T CORPORATION SYSTEM Tioga

Name of Commercial Registered Office Provider	County
---	--------

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provision of the Business Corporation Law of 1988.
4. The aggregate number of shares authorized is: 1,000 (other provisions, if any, attach 8 1/2 x 11 sheet)
5. The name and address, including street and number, if any, of each incorporator is:

Name	Address
Mary Janiszewski	208 S. LaSalle St., Ste. 814, Chicago, IL 60604

6. The specific effective date, if any, is upon qualification

month	day	year	hour, if any
-------	-----	------	--------------

7. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.
8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

(PA.-432 - 10/2/92)

AUG 11, 96
PA Dept. of State

9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is _____

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 14th day of August, 1996.

/s/ Mary Janiszewski

(Signature)

(Signature)

(PA. – 432)

STATEMENT OF INCORPORATOR
IN LIEU OF ORGANIZATION MEETING
OF

ALLIED ACQUISITION PENNSYLVANIA, INC.

* * * * *

The certificate of incorporation of this corporation having been filed in the Department of State of the state of Pennsylvania, the undersigned, being the incorporator named in said certificate, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

The following persons were unanimously elected as directors to hold office until the first annual meeting of stockholders or until their respective successors are elected and qualified:

Daniel J. Ivan
Thomas H. VanWeelden
Larry D. Henk

Dated August 14, 1996

/s/ Mary Janiszewski

Mary Janiszewski, Incorporator

BYLAWS
OF
ALLIED ACQUISITION PENNSYLVANIA, INC.

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**BYLAWS OF
ALLIED ACQUISITION PENNSYLVANIA, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 15880 North Greenway-Hayden Loop, Suite #100, Scottsdale, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of Pennsylvania as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Pennsylvania as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Pennsylvania or in the city or county in the State of Pennsylvania in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Pennsylvania, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Pennsylvania as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Pennsylvania or in the city or county in the State of Pennsylvania in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Pennsylvania) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Business Corporation Law of 1988.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Pennsylvania." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

The Commonwealth Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

Allied Acquisition Two, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

The Purpose Of This Corporation Is To Engage In Non-hazardous Waste Management. Notwithstanding the foregoing, the purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the Massachusetts Business Corporation Law.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

(MASS. — 1635 — 10/11/95)

- C
- P
- M
- R.A.

5

P.C.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

<u>WITHOUT PAR VALUE</u>		<u>WITH PAR VALUE</u>		
<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common:		Common:	1,000	\$ 0.01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

****** Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

****** *If there are no provisions state "None".*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment:

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

- a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:
c/o C T Corporation System, 2 Oliver Street, Boston, Massachusetts 02109
- b. The name, residential address and post office address of each director and officer of the corporation is as follows:

<u>NAME</u>	<u>RESIDENTIAL ADDRESS</u>	<u>POST OFFICE ADDRESS</u>
President: Bob Deak		
Treasurer: Tom Rochford		
Clerk: Thomas K. Kohoe		
Directors: Thomas H. VanWeelden Daniel J. Ivan Larry D. Henk		

- c. The fiscal year (i.e. tax year) of the corporation shall end on the last day of the month of: December
- d. The name and business address of the resident agent, if any, of the corporation is: CT CORPORATION SYSTEM 2 Oliver Street, Boston, Massachusetts 02109

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporation(s) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature do hereby associate with the intention of forming this corporation under the provision of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 22 day of August, 1999.

/s/ Dennis J. Cavin
 Dennis J. Cavin
 208 S. Lasulle
 Chicago, Illinois 60604

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

EXHIBIT A
NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS
OF ALLIED ACQUISITION TWO, INC.

OFFICERS

President	Robert F. Deak 475 Cipey Lane Youngstown, Ohio 44504
Treasurer	Tom Rochford [ILLEGIBLE] East Thunderbird Road Apartment #267 Deotcadala, AZ S5260
Clerk	Thomas K. Kehoe 3837 West 127th Street Alsip, Illinois 60803

DIRECTORS

Director	Thomas M. Van Weelden 10015 East Adele Court Scottsdale, AZ 85255
Director	Daniel J. Ivan 4650 East LaMiranda Way Phoenix, AZ 85044
Director	Larry D. Hank 11821 North 96th Place Scottsdale, AZ 85260

BYLAWS
OF
ALLIED ACQUISITION TWO, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

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

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

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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CERTIFICATE OF INCORPORATION
OF
ALLIED ENVIROENGINEERING, INC.

ARTICLE I

The name of the corporation is ALLIED ENVIROENGINEERING, INC.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is 10,000 shares of common stock, par value \$.01 per share.

ARTICLE V

The governing board of the corporation shall be known as the board of directors, and the number of directors which compose the same shall be determined in accordance with the bylaws of the corporation. The initial board of directors shall consist of three members. The name and mailing address of the initial members of the board of directors, who shall hold office until the first annual meeting of the stockholders, or until their successors are elected and qualify, are as follows:

Fred M. Ferreira	827 East Rogers Street Houston, Texas 77022
Paul W. Garvis	827 East Rogers Street Houston, Texas 77022
Roger A. Ramsey	Capital Center Penthouse 401 Louisiana Houston, Texas 77002

ARTICLE VI

The board of directors of the corporation is expressly and solely authorized to make, alter or repeal bylaws of the corporation.

ARTICLE VII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the personal liability of a director for any act or omission occurring prior to the date this Article becomes effective.

ARTICLE VIII

8.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any

criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.4 Any indemnification under Sections 8.1 and 8.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 and 8.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

8.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

8.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

8.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

8.8 For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

8.9 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with

respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

8.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX

Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of section 291 of the General Corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of section 279 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number, representing three-fourths in value, of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all of the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

ARTICLE X

The corporation is to have perpetual existence.

ARTICLE XI

The name and address of the incorporator is Carolyn G. Hite, Porter & Clements, 700 Louisiana, Suite 3500, Houston, Texas 77002-2730.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true and accordingly I have hereunto set my hand this 1 day of November, 1989.

/s/ CAROLYN G. HITE
CAROLYN G. HITE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this date personally appeared Carolyn G. Hite, known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that she executed said certificate as his free act and deed and that the facts therein stated are true.

Given under my hand and seal this 1st day of December 1989.



/s/ Joan S. Bowen
Notary Public in and for
The State of TEXAS

Joan S. Bowen
Printed Name of Notary Public

My Commission Expires 08-03-92

RVZ14 : 021
ALL30 / 008

AMENDED AND RESTATED BYLAWS
OF
ALLIED ENVIROENGINEERING, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. **Beneficial Owners.** The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
OF
ALLIED GAS RECOVERY SYSTEMS, L.L.C

This Certificate of Formation of ALLIED GAS RECOVERY SYSTEMS, L.L.C. (the "Company") is being executed by the undersigned, as an authorized attorney-in-fact, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the Company is ALLIED GAS RECOVERY SYSTEMS, L.L.C.

2. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805-1297. The Company's registered agent for service of process at that address is Corporation Service Company.

3. The latest date on which the Company is to dissolve is December 31, 2097.

IN WITNESS WHEREOF, the undersigned, as attorney-in-fact of the Company, has caused this Certificate of Formation to be duly executed as of the 25th day of September, 1997.

/s/ David C. Boatwright
David C. Boatwright
Attorney-in-Fact
Authorized Person

CERTIFICATE OF AMENDMENT
OF
ALLIED GAS RECOVERY SYSTEMS, L.L.C.

1. The name of the limited liability company is Allied Gas Recovery Systems, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of this 17th day of July, 2003.

/s/ Connie J. Gerich

Connie J. Gerich
Assistant Secretary

**OPERATING AGREEMENT OF
ALLIED GAS RECOVERY SYSTEMS, L.L.C.**

This Operating Agreement is executed as of September 25, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Gas Recovery Systems, L.L.C. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:15 PM 04/30/2003
FILED 05:16 PM 04/30/2003
SRV 030281275 -3650527 FILE

**CERTIFICATE OF INCORPORATION
OF
ALLIED GREEN POWER, INC.**

1. The name of the Corporation is Allied Green Power, Inc. (the "Corporation").

2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

4. The total number of shares that the Corporation will have authority to issue is 1,000 shares of common stock, no par value (the "Common Stock"), and 1,000 shares of preferred stock, no par value (the "Preferred Stock"). The Common Stock and the Preferred Stock shall be identical except for the voting rights of the Preferred Stock set forth in the remainder of this Article 4. The holders of shares of Preferred Stock shall have the right to vote, together with the holders of the Common Stock, as a single class, on all matters on which the holders of shares of Common Stock are entitled to vote. For purposes of such voting, each share of Common Stock and each share of Preferred Stock shall be entitled to one vote. Notwithstanding the foregoing, however, at all times when there are any shares of Preferred Stock issued and outstanding, the holders of shares of Preferred Stock voting together as a class shall be entitled to: (a) an aggregate number of votes equal to the greater of (i) the number of votes to which they are entitled pursuant to the preceding sentence and (ii) the number of votes equivalent to at least 28.6% of the total votes entitled to be cast; and (b) elect directors constituting at least 28.6% of the Board of Directors.

5. The name and mailing address of the incorporator are as follows:

W. T. Eggleston, Jr.
3003 N. Central Avenue
Suite 2600
Phoenix, AZ 85012

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their addresses are as follows:

Donald W. Slager
James E. Gray
Thomas P. Martin
15880 N. Greenway-Hayden Loop
Scottsdale, AZ 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under § 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under § 279 of Title 8 of the Delaware Code order a meeting of the creditors and/or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

12. Immediately after the filing of this Certificate of Incorporation with the Delaware Secretary of State, the undersigned Incorporator shall resign and thereafter the affairs of the Corporation shall be managed by the directors named herein and their successors.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed as of the 30th day of April, 2003.

/s/ W. T. Eggleston
W. T. Eggleston, Jr., Incorporator

**BYLAWS OF
ALLIED GREEN POWER, INC.
(the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 (unless a longer period is required by law) nor more than 60 days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of 10%, or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than 10 (unless a longer period is required by law) nor more than 60 days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than 30 days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time: (a) the holders of shares of Preferred Stock shall have the right to vote, together with the holders of the Common Stock, as a single class, on all matters on which the holders of shares of Common Stock are entitled to vote; (b) each share of Common Stock and each share of Preferred Stock shall be entitled to one vote; and (c) notwithstanding the foregoing, however, at all times when there are any shares of Preferred Stock issued and outstanding, the holders of shares of Preferred Stock voting together as a class shall be entitled to an aggregate number of votes equal to the greater of (i) the number of votes to which they are entitled pursuant to the preceding sentence and (ii) the number of votes equivalent to at least 28.6% of the total votes entitled to be cast. Such votes may be cast in person or by proxy but no proxy shall be voted on or after 11 months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of three, five or seven directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the

Board of Directors, with or without cause, subject only to limitation provided by law. At all times when there are any shares of Preferred Stock issued and outstanding, the Board of Directors shall be comprised of: (a) one director elected by the holders of shares of Preferred Stock voting together as a class and two directors elected by the holders of shares of Common Stock voting together as a class, if the Board of Directors consists of three directors; (b) two directors elected by the holders of shares of Preferred Stock voting together as a class and three directors elected by the holders of shares of Common Stock voting together as a class, if the Board of Directors consists of five directors; and (c) two directors elected by the holders of shares of Preferred Stock voting together as a class and five directors elected by the holders of shares of Common Stock voting together as a class, if the Board of Directors consists of seven directors.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director; provided, however, that at all times when there are any shares of Preferred Stock issued and outstanding, the Board of Directors shall fill any vacancy as designated by the holders of shares of Preferred Stock voting together as a class when necessary to comply with the requirements of Section 1 relating to the number of directors to be elected by the holders of shares of Preferred Stock.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than 48 hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than 24 hours before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present at the meeting may

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of three or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee. Notwithstanding the foregoing, at all times when there are any shares of Preferred Stock issued and outstanding, any committee pursuant to this Section 8 shall be comprised so that at least 28.6% of its members are directors that were elected by the holders of shares of Preferred Stock.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (a) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (b) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. The same person may hold any number of offices, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. The Board of Directors shall fill any vacancy occurring in any office of the Corporation. The Board of Directors shall fix the salaries and any bonuses or other compensation of all officers of the Corporation. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation that may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings at the meetings in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (a) by the President or any Vice President and (b) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (a) a transfer agent other than the Corporation or its employee, or (b) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 days nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver of notice in writing, signed, by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding

by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another

enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII

but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the votes entitled to be cast thereon or by a majority of the entire Board of Directors then in office; provided, however, that at all times when there are any shares of Preferred Stock issued and outstanding, any amendment that affects the rights of the holders of Preferred Stock also must be approved by either a majority of the votes entitled to be cast by the holders of the Preferred Stock

voting as a class or by a majority of the members of the Board of Directors then in office that were elected by the holders of the Preferred Stock.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
ALLIED NOVA SCOTIA, INC.**

The undersigned, a natural person acting as incorporator of a corporation under the General Corporation Law of the State of Delaware as the same exists or may hereafter from time to time be amended (the "DGCL"), hereby makes this Certificate of Incorporation for such corporation.

ARTICLE I

NAME

The name of the corporation is Allied Nova Scotia, Inc. (the "Corporation").

ARTICLE II

REGISTERED OFFICE/AGENT

The address of its registered office in the State of Delaware is located at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

PURPOSES

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

AUTHORIZED CAPITAL STOCK

The aggregate number of shares of all classes of stock which the Corporation shall have authority to issue 1000 shares of common stock, par value \$0.01 per share.

ARTICLE V

EXISTENCE

The existence of the Corporation is to be perpetual.

ARTICLE VI

NO PREEMPTIVE RIGHTS

No stockholder shall be entitled, as a matter of right, to subscribe for or acquire additional, unissued or treasury shares of any class of capital stock of the Corporation whether now or hereafter authorized, or any bonds, debentures or other securities convertible into, or carrying a right to subscribe to or acquire such shares, but any shares or other securities convertible into, or carrying a right to subscribe to or acquire such shares may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

ARTICLE VII

NO CUMULATIVE VOTING

At each election of directors, every stockholder entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote. No stockholder shall have the right to cumulate his votes in any election of directors.

ARTICLE VIII

BOARD OF DIRECTORS

The number of directors constituting the Corporation's initial Board of Directors is one, and the name and mailing address of the person who is to serve as the director until the first annual meeting of stockholders or until his successor is elected and qualifies is:

Henry L. Hirvela
c/o Allied Waste Industries, Inc.
7201 East Camelback Road, Suite 375
Scottsdale, Arizona 85251

The number of directors constituting each subsequent Board of Directors of the Corporation shall be fixed by, or in the manner provided in, the Corporation's Bylaws. None of the directors need be a stockholder or a resident of the State of Delaware. Elections of directors need not be by written ballot unless the Corporation's Bylaws provide otherwise. Except as otherwise provided by law, the business and affairs of the Corporation shall be managed by, or under the direction of, its Board of Directors. In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized:

- A. To adopt, amend, alter or repeal the Bylaws of the Corporation;
- B. To authorize and cause to be executed any mortgage, lien or pledge upon or of the real and personal property and assets of the Corporation;
- C. To declare and pay lawful dividends upon shares of the Corporation's capital stock in accordance with the DGCL, as it may hereafter be amended from time to time;
- D. To set apart out of any funds of the Corporation available for dividends, a reserve or reserves for any proper purpose and to reduce or abolish any such reserve in the manner in which it was created; and
- E. To adopt from time to time bylaw provisions with respect to indemnification of directors, officers, employees, agents and other persons as it shall deem expedient and in the best interests of the Corporation, to the extent permitted by law and not inconsistent with other provisions of this Certificate of Incorporation, as it may be amended from time to time.

ARTICLE IX
INDEMNIFICATION

A. *Mandatory Indemnification.* Each person who at any time is or was a director or officer of the Corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, whether the basis of a Proceeding is an alleged action in such person's official capacity or in another capacity while holding such office, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, or any other applicable law as may from time to time be in effect (but, in the case of any such amendment or enactment, only to the extent that such amendment or law permits the Corporation to provide broader indemnification rights than such law prior to such amendment or enactment permitted the Corporation to provide), against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with a Proceeding, and such indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation or a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, and shall inure to the benefit of such person's heirs, executors and administrators. The Corporation's obligations under this Section A include, but are not limited to, the convening

of any meeting, and the consideration of any matter thereby, required by statute in order to determine the eligibility of any person for indemnification.

B. *Prepayment of Expenses.* Expenses incurred by a director or officer of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding to the fullest extent permitted by, and only in compliance with, the DGCL or any other applicable laws as may from time to time be in effect, including, without limitation, any provision of the DGCL which requires, as a condition precedent to such expense advancement, the delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section A of this Article IX or otherwise. Repayments of all amounts so advanced shall be upon such terms and conditions, if any, as the Corporation's Board of Directors deems appropriate.

C. *Vesting.* The Corporation's obligation to indemnify and to prepay expenses under Sections A and B of this Article IX shall arise, and all rights granted to the Corporation's directors and officers hereunder shall vest, at the time of the occurrence of the transaction or event to which a Proceeding relates, or at the time that the action or conduct to which such Proceeding relates was first taken or engaged in (or omitted to be taken or engaged in), regardless of when such Proceeding is first threatened, commenced or completed. Notwithstanding any other provision of this Certificate of Incorporation or the Bylaws of the Corporation, no action taken by the Corporation, either by amendment of this Certificate of Incorporation or the Bylaws of the Corporation or otherwise, shall diminish or adversely affect any rights to indemnification or prepayment of expenses granted under Sections A and B of this Article IX which shall have become vested as aforesaid prior to the date that such amendment or other corporate action is effective or taken, whichever is later.

D. *Enforcement.* If a claim under Section A or Section B or both Sections A and B of this Article IX is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit in a court of competent jurisdiction against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such suit (other than a suit brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL or other applicable law to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. The failure of the Corporation (including its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such suit as to whether indemnification is proper in the circumstances based upon the applicable standard of conduct set forth in the DGCL or other applicable law shall neither be a defense to the action nor create a presumption that the claimant has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner

which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his conduct was unlawful.

E. *Nonexclusive*. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, bylaw, other provisions of this Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

F. *Permissive Indemnification*. The rights to indemnification and prepayment of expenses which are conferred to the Corporation's directors and officers by Sections A and B of this Article IX may be conferred upon any employee or agent of the Corporation if, and to the extent, authorized by the Board of Directors.

G. *Insurance*. The Corporation shall have power to purchase and maintain insurance, at its expense, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the provisions of this Article IX, the Corporation's Bylaws, the DGCL or other applicable law.

H. *Implementing Arrangements*. Without limiting the power of the Corporation to procure or maintain insurance or other arrangement on behalf of any of the persons as described in paragraph G of this Article IX, the Corporation may, for the benefit of persons eligible for indemnification by the Corporation, (1) create a trust fund, (2) establish any form of self-insurance, (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation, or (4) establish a letter of credit, guaranty or surety arrangement.

ARTICLE X

LIMITED DIRECTOR LIABILITY

No director of the Corporation shall be personally liable to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this Article X shall not eliminate or limit the liability of a director:

- (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders,
- (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,

(3) under Section 174 of the DGCL, as it may hereafter be amended from time to time, for any unlawful payment of a dividend or unlawful stock purchase or redemption, or

(4) for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. No amendment to or repeal of this Article X will apply to, or have any effect on, the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of the director occurring prior to such amendment or repeal.

ARTICLE XI

AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders are granted subject to this reservation.

ARTICLE XII

INCORPORATOR

The name and mailing address of the incorporator is:

John M. Ransom
Porter & Hedges L.L.P.
Louisiana, Suite 3500
Houston, Texas 77002-2764

ARTICLE XIII

SECTION 203 ELECTION

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this certificate, hereby declaring under the penalties of perjury that this is my act and deed and that the facts stated herein are true, and accordingly have hereunto set my hand this 29th day of December 1996.

/s/ John M. Ransom
John M. Ransom

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
ALLIED NOVA SCOTIA, INC.**

PURSUANT to the provisions of Section 242 of the Delaware General Corporation Law (the "DGCL"), Allied Nova Scotia, Inc., a corporation duly organized and existing under the DGCL (the "Corporation"), does hereby certify that:

- I. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted by the stockholders of the Corporation on December 16, 1997 by written consent in lieu of a meeting.
- II. The text of Article IV is deleted and replaced in its entirety as follows:

"AUTHORIZED CAPITAL STOCK

The Corporation shall have the authority to issue two classes of shares, to be designated respectively, "Class A Common Stock" and "Class B Common Stock." The total number of shares which the Corporation is authorized to issue is 76,000. The number of Class A shares authorized is 75,000 and the par value of each such share is \$.001. The number of Class B shares authorized is 1,000, and the par value of each such share is \$.01.

Each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held by such stockholder. The holders of Class B Common Stock shall not be entitled to vote on the election of directors or on any other question or in any proceedings involving the Corporation except as specifically otherwise provided by law.

Subject to the rights of the holders of any other class or series of capital stock of the Corporation ranking senior to or on a parity with the Class A Common Stock with respect to liquidation, in the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holders of record of the issued and outstanding shares of Class A Common Stock shall be entitled to receive, out of the assets of the Corporation legally available for distribution to the holders of shares of Class A Common Stock, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Class B Common Stock and any other class or series of capital stock of the Corporation ranking junior to the Class A Common Stock with respect to liquidation, an amount in cash per share equal to \$1,000.00. If, upon such liquidation, dissolution, or winding up of the affairs of the Corporation, the assets of the Corporation distributable among the holders of Class A Common Stock and any class or series of capital stock of the Corporation ranking on a parity therewith in respect thereto shall be insufficient to permit the payment in full to all such holders of shares of the preferential amounts payable to them, then the entire assets of the Corporation available for distribution to such holders of

shares shall be distributed ratably among such holders in proportion to the respective amounts that would be payable per share if such assets were sufficient to permit payment in full. Neither a consolidation or merger of the Corporation with another corporation or other entity nor a sale, transfer, lease or exchange of all or part of the Corporation's assets will be considered a liquidation, dissolution, or winding up of the affairs of the Corporation for purposes of this Article IV. The liquidation preference provided for herein with respect to the Class A Common Stock shall be equitably adjusted to reflect any stock dividend, stock distribution, stock split or reverse stock split, combination of shares, subdivision of shares or reclassification of shares with respect to the Class A Common Stock.

After the preferential payment in liquidation, dissolution, or winding up of the Corporation referred to in the preceding paragraph has been paid or provided for with respect to the Class A Common Stock, and subject to the rights of the holders of any other class or series of capital stock of the Corporation ranking senior to or on a parity with the Class A Common Stock or the Class B Common Stock, the holders of the Class A Common Stock and the Class B Common Stock shall share ratably (on a share for share basis) in the entire remaining assets of the Corporation available for distribution to such holders.

Except as expressly set forth herein, the Class A Common Stock shall not have any priority or preference over the Class B Common Stock.

The Board of Directors is hereby authorized to further fix or alter by resolution or resolutions, the designations, preferences, and relative participating, optional or other special rights of the shares of each class and the qualifications, limitations or restrictions thereon, including, but not limited to, determination of the dividend rights, dividend rates, conversion rights, voting rights and rights in terms of redemption.”

[Signature Page Follows]

IN WITNESS WHEREOF, Allied Nova Scotia, Inc. has caused this certificate to be executed by Henry L. Hirvela, its authorized officer, on this 16th day of December 1997.

/s/ Henry L. Hirvela
Henry L. Hirvela

BYLAWS
OF
ALLIED NOVA SCOTIA, INC.

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BYLAWS

OF

ALLIED NOVA SCOTIA, INC.

(a Delaware corporation)

ARTICLE I

STOCKHOLDERS

1.1 Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time; provided, that each successive annual meeting shall be held on a date within 13 months after the date of the preceding annual meeting. Any other proper business may be transacted at the annual meeting.

1.2 Special Meetings. A special meeting of stockholders for any purpose(s) shall be called at any time by the board of directors or the president at the request in writing of the holders of at least fifty percent (50%) of the outstanding shares entitled to be voted at such meeting. A special meeting of stockholders for any purpose(s) also may be called at any time by the board of directors or by the president. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting.

1.3 Notice of Meeting; Waiver of Notice. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. Notice need not be given to any stockholder who submits a written waiver of notice, signed by such stockholder, whether before or after the time stated therein. Attendance of a person at a meeting of the stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

1.4 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or, if after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.5 Quorum. At each meeting of stockholders, except where otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these Bylaws until a quorum shall be present in person or by proxy. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for purposes of determining the existence of a quorum; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

1.6 Organization. Meetings of stockholders shall be presided over by the appropriate officer designated in Section 4.5 of these Bylaws. The Secretary shall act as Secretary of the meeting, but in his absence, the chairman of the meeting may appoint any person to act as Secretary of the meeting.

1.7 Voting; Proxies. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing (i) an instrument in writing revoking the proxy or (ii) another duly executed proxy bearing a later date with the Secretary of the Corporation. Unless the Certificate of Incorporation otherwise provides, voting at meetings of stockholders need not be by written ballot unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect any nominee. All other elections and questions shall, unless otherwise provided by law or by the Certificate of Incorporation or these Bylaws, be decided by the vote

of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting.

1.8 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days before the date of such meeting, nor more than 60 days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of, or to vote at, a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

1.9 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

1.10 Action by Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
BOARD OF DIRECTORS

2.1 General Powers. The property, affairs and business of the Corporation shall be managed by, or under the direction of, the Board of Directors.

2.2 Number. The number of directors constituting the initial Board of Directors shall be as stated in the Certificate of Incorporation. The number of directors constituting the entire Board of Directors shall subsequently consist of one or more members, such number to be fixed from time to time by resolution adopted by the Board of Directors or stockholders of the corporation. No such resolution shall shorten the term of any incumbent director.

2.3 Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the person(s) so designated in the Certificate of Incorporation. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors to replace those directors whose terms then expire. Any director may resign at any time upon written notice to the Corporation. Any director may be removed, with or without cause, at any time by the affirmative vote of a majority in interest of the holders of record of stock entitled to vote at an election of directors, at an annual meeting or at a special meeting of the stockholders called for that purpose. Any vacancy occurring in the Board of Directors, for whatever reason, may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of the director whom he has replaced.

2.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

2.5 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, which notice shall be given by first class mail, or comparable manner of delivery, sent at least five business days prior to the date of the special meeting or by causing the same to be delivered to each director personally or to be transmitted by telegraph, cable, wireless, telephone or orally at least 24 hours before the meeting is scheduled to commence.

2.6 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

2.7 Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business. Except as otherwise provided by the Certificate of Incorporation or these Bylaws, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum is present.

2.8 Organization. Meetings of the Board of Directors shall be presided over by the appropriate officer designated in Section 4.5 of these Bylaws. The Secretary shall act as Secretary of the meeting, but in his absence, the chairman of the meeting may appoint any person to act as Secretary of the meeting.

2.9 Action by Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or of such committee.

2.10 Compensation of Directors. Directors may receive such sums as compensation for their services and expenses as may be directed by resolution of the Board of Directors; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity, and receiving compensation therefor. Members of special or standing committees may be allowed additional compensation for their service and expenses.

ARTICLE III

COMMITTEES

3.1 Committees. The Board of Directors may, by resolution passed by a majority thereof, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Unless an alternate has been designated by the Board of Directors and is present at such meeting, in the absence or disqualification of a member of the committee, the members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the power and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of

stock adopted by the Board of Directors as provided in Section 151(a) of the General Corporation Law of the State of Delaware, as the same exists or may hereafter from time to time be amended (the "DGCL"), fix any of the preferences or rights of the shares), adopting an agreement of merger or consolidation, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these Bylaws; provided further, that unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV

OFFICERS

4.1 Number, Titles and Term of Office. The officers of the Corporation shall consist of a president and a secretary, and such other officers as the Board of Directors may from time to time elect or appoint, including, without limitation, a chairman of the board, a chief executive officer, a chief financial officer, a chief operating officer, a treasurer, and one or more vice presidents. Each officer shall hold office until his successor shall have been duly elected by the Board of Directors and qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. One person may hold more than one office. None of the officers, except the chairman of the board, need be a director. Except as may be explicitly provided for in these Bylaws, each duly elected or appointed officer of the Corporation shall have such powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors.

4.2 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until his successor has been elected and qualified, or until his earlier death, resignation or removal.

4.3 Vacancies. A vacancy in the office of any officer may be filled by the requisite vote of the Board of Directors for the unexpired portion of the term.

4.4 Salaries. The salaries of all officers of the corporation shall be fixed by the Board of Directors except as otherwise directed by the Board of Directors.

4.5 Powers and Duties of the Officers.

a. Chairman of the Board. The chairman of the board, if one is elected, shall preside at all meetings of the Board of Directors and stockholders, and shall have such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors.

b. Chief Executive Officer. The chief executive officer, if one is elected, shall be either the chairman of the board or the president of the corporation, as determined from time to time by duly adopted resolution of the Board of Directors. The chief executive officer, if one is elected, shall preside at all meetings of the Board of Directors and stockholders if there is no chairman of the board, and shall have such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors.

c. President. The president shall, subject to the Board of Directors, have general executive charge, management and control of the properties and operations of the corporation in the ordinary course of its business with all such powers with respect to such responsibilities including the powers of a general manager; the president shall preside at all meetings of the Board of Directors and stockholders if there is no chairman of the board or the chairman of the board is absent or disabled from acting; the president shall be ex-officio a member of all standing committees; subject to approval by the Board of Directors, the president may agree upon and execute all division and transfer orders, bonds, contracts and other obligations in the name of the corporation; the president may sign all certificates for shares of capital stock of the corporation; and the president shall see that all orders and resolutions of the Board of Directors are carried into effect. The president shall have such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors.

d. Vice Presidents. Each vice president shall have such powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors or by the president. The vice presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, if the president is absent or disabled from acting, have the authority, exercise the powers and perform the duties of the president during the president's absence or inability to act.

e. Chief Financial Officer and/or Treasurer. If the Board of Directors determines to elect both a chief financial officer and a treasurer, both offices shall be held by the same person. The chief financial officer, if one is elected, and/or the treasurer, if one is elected, shall have custody of all the funds and securities of the corporation which come into his hands. When necessary or proper, he may, on behalf of the corporation, endorse for collection checks, notes and other obligations, and shall deposit the same to the credit of the corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; and he may

sign all receipts and vouchers for payments made to the corporation, either alone or jointly with such other office as is designated by the Board of Directors. Whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly in the books of the corporation to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the corporation; he shall perform all acts incident to the position of treasurer subject to the control of the Board of Directors, and he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require. The chief financial officer and/or the treasurer shall have such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors or by the president.

f. Assistant Treasurers. Each assistant treasurer, if any is elected, shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors or by the president. The assistant treasurers in the order of their seniority, unless otherwise determined by the Board of Directors, shall, if the chief financial officer and/or treasurer is absent or disabled from acting, have the authority, exercise the powers and perform the duties of the chief financial officer and/or treasurer during that officer's absence or inability to act.

g. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders in books provided for that purpose or in any other form capable of being converted into written form within a reasonable time; he shall attend to the giving and serving of all notices; he may sign with the president in the name of the corporation all contracts of the corporation and affix the seal of the corporation thereto; he may sign with the president all certificates for shares of the capital stock of the corporation; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any director upon application at the office of the corporation during business hours; and he shall in general perform all duties incident to the office of secretary, subject to the control of the Board of Directors.

h. Assistant Secretaries. Each assistant secretary shall have the powers and duties pertaining to his office, together with such other powers and duties as may from time to time be prescribed by duly adopted resolution of the Board of Directors or by the president. The assistant secretaries in the order of their seniority, unless otherwise determined by the Board of Directors, shall, if the secretary is absent or disabled from acting, have the authority, exercise the powers and perform the duties of the secretary during the secretary's absence or inability to act.

4.6 Bond. If required by the Board of Directors, any officer so required shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to

the Board of Directors for the faithful performance of the duties of his office or for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of any and all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE V

STOCK

5.1 Certificates. Certificates for shares of the capital stock of the Corporation shall be in such form not inconsistent with law as shall be approved by the Board of Directors. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issuance.

5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of capital stock in the place of any certificate theretofore issued by it, which certificate is alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION

6.1 Mandatory Indemnification. Each person who at any time is or was a director or officer of the Corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, whether the basis of a Proceeding is alleged action in such person's official capacity or in another capacity while holding such office, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, or any other applicable law as may from time to

time be in effect (but, in the case of any such amendment or enactment, only to the extent that such amendment or law permits the Corporation to provide broader indemnification rights than such law prior to such amendment or enactment permitted the Corporation to provide), against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with a Proceeding, and such indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation or a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, and shall inure to the benefit of such person's heirs, executors and administrators. The Corporation's obligations under this Section 6.1 include, but are not limited to, the convening of any meeting, and the consideration of any matter thereby, required by statute in order to determine the eligibility of any person for indemnification.

6.2 Prepayment of Expenses. Expenses incurred by a director or officer of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding to the fullest extent permitted by, and only in compliance with, the DGCL or any other applicable laws as may from time to time be in effect, including, without limitation, any provision of the DGCL which requires, as a condition precedent to such expense advancement, the delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 6.1 of this Article VI or otherwise. Repayments of all amounts so advanced shall be upon such terms and conditions, if any, as the Corporation's Board of Directors deems appropriate.

6.3 Vesting. The Corporation's obligation to indemnify and to prepay expenses under Sections 6.1 and 6.2 of this Article VI shall arise, and all rights granted to the Corporation's directors and officers hereunder shall vest, at the time of the occurrence of the transaction or event to which a Proceeding relates, or at the time that the action or conduct to which such Proceeding relates was first taken or engaged in (or omitted to be taken or engaged in), regardless of when such Proceeding is first threatened, commenced or completed. Notwithstanding any other provision of these Bylaws or the Corporation's Certificate of Incorporation, no action taken by the Corporation, either by amendment of its Certificate of Incorporation or these Bylaws or otherwise, shall diminish or adversely affect any rights to indemnification or prepayment of expenses granted under Sections 6.1 and 6.2 of this Article VI which shall have become vested as aforesaid prior to the date that such amendment or other corporate action is effective or taken, whichever is later.

6.4 Enforcement. If a claim under Section 6.1 or Section 6.2 or both Sections 6.1 and 6.2 of this Article VI is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit in a court of competent jurisdiction against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to

be paid the expense of prosecuting such claim. It shall be a defense to any such suit (other than a suit brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL or other applicable law to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. The failure of the Corporation (including its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such suit as to whether indemnification is proper in the circumstances based upon the applicable standard of conduct set forth in the DGCL or other applicable law shall neither be a defense to the action nor create a presumption that the claimant has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his conduct was unlawful.

6.5 Nonexclusive. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, these Bylaws, the Corporation's Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

6.6 Permissive Indemnification. The rights to indemnification and prepayment of expenses which are conferred to the Corporation's directors and officers by Sections 6.1 and 6.2 of this Article VI may be conferred upon any employee or agent of the Corporation if, and to the extent, authorized by the Board of Directors.

6.7 Insurance. The Corporation shall have power to purchase and maintain insurance, at its expense, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Corporation's Certificate of Incorporation, the provisions of this Article VI, the DGCL or other applicable law.

6.8 Implementing Arrangements. Without limiting the power of the Corporation to procure or maintain insurance or other arrangement on behalf of any of the persons as described in paragraph 6.7 of this Article VI, the Corporation may, for the benefit of persons eligible for indemnification by the Corporation, (1) create a trust fund, (2) establish any form of self-insurance, (3) secure its indemnity obligation by grant of a security interest or other lien

on the assets of the Corporation, or (4) establish a letter of credit, guaranty or surety arrangement.

ARTICLE VII
MISCELLANEOUS

7.1 Fiscal Year. The fiscal year of the Corporation shall end on December 31 or such other date as the Board of Directors shall from time to time establish by resolution.

7.2 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

7.3 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee which authorizes the contract or transaction.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minutes books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

7.5 Amendment of Bylaws. Except as may otherwise be provided by these Bylaws or the Certificate of Incorporation, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors. These Bylaws also may be altered, amended or repealed or new Bylaws may be adopted by the stockholders even though the Board of Directors has the same powers.

7.6 Notices. Whenever any notice is required to be given to any stockholder or director under the provisions of any statute, the Certificate of Incorporation or these Bylaws, it will not be construed to require personal notice, but such notice may be given in writing by mail addressed to such stockholder or director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail with postage thereon prepaid. Notice to directors may also be given by telegram, and notice given by such means shall be deemed given at the time it is delivered to the telegraph office. Whenever any notice is required to be given to any stockholder or director under the provisions of any statute, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance at any meeting will constitute a waiver of notice thereof except as otherwise provided by statute.

7.7 Controlling Documents. These Bylaws are subject to, and governed by, the DGCL and the Certificate of Incorporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the DGCL or the provisions of the Certificate of Incorporation, such provisions of the DGCL or the Certificate of Incorporation, as the case may be, will be controlling.

7.8 Severability. If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

Adopted by the Board of Directors on December 30th, 1996.

/s/ Steven M. Helm
Steven M. Helm
Secretary

**CERTIFICATE OF FORMATION
ALLIED SERVICES, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Allied Services, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 12th day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**CERTIFICATE OF AMENDMENT
OF
ALLIED SERVICES, LLC**

1. The name of the limited liability company is Allied Services, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name and business address of each member is as follows:

- a.) Allied Waste Landfill Holdings, Inc., Managing Member
15880 North Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260-1649
- b.) Allied Waste North America, Inc., Member
15880 North Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260-1649
- c.) Allied Green Power, Inc., Member
15880 North Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260-1649

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed as of the 4th day of June, 2004.

By: /s/ Jo Lynn White
Name: Jo Lynn White

Assistant Secretary of Allied Waste
North America, Inc. Member

Secretary of Allied Waste Landfill
Holdings, Inc., Member, and Allied
Green Power, Inc., Member

*State of Delaware
Secretary of State
Division of Corporations
Delivered 07:55 PM 06/10/2004
FILED 06:25 PM 06/10/2004
SRV 040432936 — 2820612 FILE*

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
ALLIED SERVICES, LLC**

April 30, 2003

THIS AMENDED AND RESTATED OPERATING AGREEMENT is entered into effective as of the date set forth above between Allied Waste Landfill Holdings, Inc., a Delaware corporation (“Holdings”), as a Member and the Manager, and Allied Waste North America, Inc. (“AWNA”) and Allied Green Power, Inc. (“AGP”), both Delaware corporations, as Members, and supercedes any previous operating agreement(s) of the Company, whether written or oral.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.14 hereof.

1.2 **Formation.** The Company is a Delaware limited liability company formed on or about November 11, 1997, pursuant to the provisions of the Act and upon the terms and conditions set forth in its Certificate of Formation. Immediately prior to execution of this Agreement, the Company was a single member limited liability company owned entirely by AWNA. AWNA desires to grant Interests in the Company to Holdings and AGP as described herein, and the Members desire to memorialize their agreement with respect to their respective Interests in the Company.

1.3 **Name.** The name of the Company is Allied Services, LLC. The name of the Company may be changed at the discretion of the Manager.

1.4 **Purpose.** The primary purpose of the Company is to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business (the “Core Activities”).

1.5 **Intent.** It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a “partnership” for federal and state income tax purposes. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Manager may change the registered office to any other place within the State of Delaware upon written notice to the Members. In addition, the Manager may, in the Manager’s discretion, open other offices of the Company, within or outside the State of Delaware, as determined in the Manager’s discretion, and the Manager may take such action as deemed desirable or appropriate by the Manager to enable the Company to do business in any other location.

1.7 Agent for Service of Process. The name and address of the agent for service of legal process on the Company in Delaware are Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The Manager may change the Company's agent for service of legal process in the Manager's discretion.

1.8 Term. The term of the Company shall be perpetual and shall continue until the Company is dissolved as set forth in this Agreement.

1.9 Fiscal Year. The fiscal year of the Company shall be the calendar year.

1.10 Certificate of Formation. A certificate of formation (the "Certificate of Formation") has been filed in accordance with Delaware law and the Manager shall file any amendments to the Certificate of Formation deemed necessary by the Manager to reflect amendments to this Agreement adopted in accordance with the terms hereof. Upon the approval of any amendment to this Agreement or to the Certificate of Formation in accordance with this Agreement, any Member or the designee(s) of any Member shall be authorized to execute and file such instruments as may be required by Delaware law or the laws of any other state in which the Company may be doing business.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The names and the number of Units held by the Members as of the date hereof are set forth on Exhibit A. If any Members are subsequently admitted to the Company, or if the number of Units held by any existing Member changes, Exhibit A shall be amended to reflect the additional Members or the revised Units.

2.2 Capital Contributions. Immediately prior to the effective date of this Agreement, the Company was a single-member limited liability company, disregarded as a separate entity for Federal income tax purposes. AWNA is an owner of AGP and Holdings and desires that AGP and Holdings acquire an Interest in the Company. Accordingly, effective for Federal income tax purposes, as of the date hereof, AWNA shall be deemed to be contributing to the capital of AGP and Holdings, an undivided 73% and .27% interest, respectively, subject to existing liabilities, in all of the assets of the Company, and AWNA, AGP and Holdings shall be deemed to simultaneously contribute to the Company the aggregated 100% interest in all of such assets, subject to existing liabilities. The contributions being made by AWNA, AGP, and Holdings, shall be divided between and treated as Ordinary and Priority Contributions as set forth opposite their respective names on Exhibit A attached hereto. Except as provided in this Section 2.2, no Member shall be required to contribute additional capital to the Company without the prior written consent of the Members. Notwithstanding the foregoing, if the Manager, in its reasonable discretion, determines that it is necessary or desirable to have the Members make additional capital contributions, and the Members, in their discretion, agree to make additional Capital Contributions, absent any agreement to the contrary, such additional Capital Contributions shall be deemed to be "Priority Contributions".

2.3 Member Loans. With the written consent of the Manager, any Member may make loans ("Member Loans") to the Company, to further the business of the Company, pursuant to such terms and conditions as the Manager may approve. No Member shall be required to make a Member Loan unless such Member has agreed in writing to make such Member Loan. Member Loans shall be liabilities of the Company and, unless otherwise agreed, shall be paid current from Net Cash Flow prior to any distributions to the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the Members. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. Except as agreed upon in writing signed by a Member, no Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make Capital Contributions as provided in Section 2.2, and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or Member Loans of any other Member.

(c) No Interest, Salary or Reimbursement. Except as specifically provided in this Agreement, no Member shall receive any interest, salary or drawing with respect to such Member's Capital Contributions or Capital Account or for services rendered for or on behalf of the Company. In addition, except as specifically provided in this Agreement, no Member or its Affiliates shall be entitled to payment or reimbursement for expenses incurred on behalf of the Company unless such reimbursement is approved in writing by the Manager.

(d) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Manager or any Member to solicit or demand Capital Contributions from any Member.

(e) Withdrawal. Except as provided in Section 9 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate the Member's interest therein without the prior written consent of the Manager. Any Member that withdraws from the Company in breach of this Section 2.4(e):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions from the Company on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(e) shall be in lieu of any right the withdrawn Member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

SECTION 3. DISTRIBUTIONS

Except as provided in Section 9 hereof, Net Cash Flow shall be distributed to the Members from time to time as determined by the Manager. All distributions of Net Cash Flow shall be made in the following order of priority:

- (a) First, to the Members in proportion to their respective Unpaid Priority Returns, until the Unpaid Priority Returns of all Members have been reduced to zero; provided that the aggregate distributions under this Section 3(a) over the term of this Agreement shall not exceed the Cumulative Profits;
- (b) Second, to the Members in proportion to their respective Unreturned Priority Contributions, until the Unreturned Priority Contributions of all Members have been reduced to zero; and
- (c) Third, to the Members in proportion to their respective Percentage Interests.

SECTION 4. TAX ALLOCATIONS

4.1 Allocation Rules.

(a) **General Allocation Rule.** For each taxable year of the Company, after the application of Section 4.2 hereof, Profits and/or Losses shall be allocated to the Members in a manner that causes each Member's Adjusted Capital Account Balance after such allocation to equal the amount that would be distributed to such Member pursuant to Section 9.2(b)(iii) hereof upon a hypothetical liquidation of the Company in accordance with Section 4.1(b) below.

(b) **Hypothetical Liquidation Defined.** In determining the amounts distributable to the Members under Section 9.2(b)(iii) upon a hypothetical liquidation, it shall be presumed that (i) all of the Company's assets are sold at their respective values reflected on the books of account of the Company, determined in accordance with Code section 704(b) and Regulations thereunder ("Book Value"), without further adjustment, (ii) payments to any holder of a nonrecourse debt are limited to the Book Value of the assets securing repayment of such debt, and (iii) the proceeds of such hypothetical sale are applied and distributed in accordance with Section 9.2 hereof.

(c) Special Loss Allocation. If the Company incurs Losses at any time when the Members' Adjusted Capital Account Balances have been reduced to or below zero, such Losses shall be allocated to the Members in proportion to their Percentage Interests.

(d) Special Profits Allocation. If the Company incurs Profits at any time when the Members' Adjusted Capital Account Balances are less than zero and the hypothetical liquidation described in Section 4.1(b) would not result in any distributions to the Members, Profits shall be allocated to the Members in proportion to their negative Adjusted Capital Account Balances, until such negative balances have been eliminated.

(e) Item Allocations. To the extent the Manager determines that allocations of Profits and/or Losses over the term of the Company are not likely to produce the Adjusted Capital Account Balances intended under this Section 4.1, then special allocations of income, gain, loss and/or deduction shall be made as deemed necessary by the Manager to achieve the intended Adjusted Capital Account Balances.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 are intended to comply with the requirements of Regulations Sections 1.704-1 (b) and 1.704-2. If the Company incurs "nonrecourse deductions" or "partner nonrecourse deductions", or if there is any change in the Company's "minimum gain" or "partner nonrecourse debt minimum gain", as defined in such Regulations, or if the Manager determines that the foregoing allocations fail for any reason to comply with the Regulations, the allocation of Profits, Losses and items thereof to the Members shall be modified in a reasonable manner deemed necessary or advisable by the Manager to comply with the Regulations. In determining allocations to be made pursuant to this Section 4, the Manager shall take into account any requirements of Code Sections 704(c) and 706 (and any Regulations that require allocations to be made in a manner consistent with such Code Sections) and shall make such modifications to the allocations under this Section 4 as are reasonably deemed necessary by the Manager to comply with the requirements of such Code and Regulation Sections.

4.3 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with the Regulations under uniform policies approved by the Manager.

SECTION 5. MANAGEMENT

5.1 Authority of the Manager. Except as otherwise specifically provided in this Agreement or as limited by the Act, all decisions and actions concerning the Company, its business and affairs shall be made or taken by the Manager. The Manager need not be a Member of the Company. Subject to the provisions of this Agreement and applicable provisions of the Act, the Manager shall have the full, exclusive and absolute right, power, duty, responsibility and authority to manage and control the Company, and the Manager shall have all the rights, powers and authority conferred upon the Manager by law or under the provisions of this Agreement. The Members shall have no rights or authority with respect to the operations of the Company, except to the extent specified in this Agreement or by applicable state law. The Manager shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote full-time efforts to the Company. The

Manager may be removed as the manager of the Company only with its written consent. The Manager may resign as the manager of the Company upon 30 days written notice to the other Members. If the Manager is removed or resigns, a replacement Manager may be named by Holdings. If no new manager is selected by Holdings, all actions and decisions relating to the Company may be taken or made by a Majority in Interest of the Members, except to the extent any provision of this Agreement requires a greater percentage approval of the Members with respect to such actions or decisions.

5.2 Delegation to Officers. The Manager shall have the right to appoint one or more officers of the Company to implement the authority of the Manager hereunder, which officers shall serve under the direction and supervision of the Manager.

5.3 Signature Power of Manager. The Manager or any duly authorized officer of the Company, acting alone and without the joinder of any other Member, shall have the power to execute and deliver documents and instruments of every type and nature on behalf of the Company, which shall be binding on the Company. Any Person dealing with the Company may rely, without further inquiry, upon the identity of the Manager set forth in this Agreement, as amended, at the time action is taken by or on behalf of the Company by the Manager, and may rely on a certificate signed by the Manager as to the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the Manager or that are in any other manner germane to the affairs of the Company.

5.4 Limitations on Liability; Indemnity. No Manager or officer of the Company or their Affiliates or any Member (an "Actor") shall be liable to the Company or the other Members for actions taken in good faith by the Actor in connection with the Company or its business; provided that the Actor shall, in all instances, remain liable for acts in breach of this Agreement or that constitute bad faith, fraud, willful misconduct or gross negligence (except to the extent the Company is compensated for the same by insurance coverage maintained by the Company). The Company, its receiver or trustee shall indemnify, defend and hold harmless each Actor, to the extent of the Company's assets (without any obligation of any Member to make contributions to the Company to fulfill such indemnity), from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Actor in connection with the business of the Company, including without limitation attorneys' fees and costs incurred by the Actor in the settlement or defense of such claim; provided that no Actor shall be indemnified for claims based upon acts performed or omitted in breach of this Agreement or that constitute bad faith, fraud, willful misconduct or gross negligence. The Manager may, in its discretion, procure, at the expense of the Company, errors and omissions insurance coverage for the Manager and the officers of the Company for policy limits and risks reasonably acceptable to the Manager.

5.5 Compensation and Expenses. The Manager and the authorized officers of the Company shall be entitled to reimbursement from the Company for costs incurred by them and their Affiliates in connection with the performance of their respective duties hereunder, including all actual and necessary direct expenses incurred by the Manager or the officers for legal, accounting, auditing and other services provided for the benefit of the Company (whether rendered by Affiliates of a Manager or officer or otherwise), for any facilities (such as office

space) and supplies provided to the Company, and for reasonable travel and other expenses incurred in connection with the business of the Company. Except as set forth in this Section, the Manager and the Members shall not receive any fees or other compensation unless agreed to by all of the Members and the Manager.

SECTION 6. BOOKS, RECORDS, REPORTS AND ACCOUNTING

6.1 Records. The Manager shall keep or cause to be kept at the specified office of the Company the following: (a) a copy of the Certificate of Formation and all amendments thereto, (b) copies of all written operating agreements, including this Agreement, and all amendments to the operating agreements, including any prior written operating agreements, no longer in effect, (c) copies of any written and signed promises by Members to make additional Capital Contributions or Member Loans to the Company, (d) copies of the Company's federal, state and local income tax returns and reports, and (e) copies of all prepared financial statements of the Company. Any such records maintained by the Company may be kept on or be in the form of any information storage device, provided that the records so kept are convertible into legible written form within a reasonable period of time. Any Member or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records, which, upon request, shall be made available to such Member at the Company's specified office in Arizona.

6.2 Annual Reports. As soon as practicable, but in no event later than ninety days after the close of each fiscal year, the Manager shall cause to be furnished to the Members as of the last day of that fiscal year, reports containing financial statements of the Company for the fiscal year.

6.3 Preparation of Tax Returns. The Manager shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items necessary for federal and state income tax purposes and shall cause to be furnished to the Members the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items, for federal income tax purposes, shall be based on the method of accounting designated by the Manager in its reasonable discretion.

6.4 Tax Elections. The Manager may, in its reasonable discretion, determine whether to make any available elections pursuant to the Code; provided that in circumstances where it is appropriate, unless otherwise specifically provided in this Agreement, the Manager and the Members agree to apply the remedial method for tax allocations as described in Regulations § 1.704-3(d).

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by the Manager and all of the Members.

SECTION 8. TRANSFERS OF INTERESTS

8.1 General. Except as provided in this Section 8, a Member shall not sell, assign, pledge, hypothecate, encumber or otherwise voluntarily or involuntarily transfer by any means whatever ("Transfer") all or any portion of the Member's Interest in the Company without the prior written consent of the Members. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute dissolution of the Company. Notwithstanding the preceding limitations, any Transfer to (i) any other Member or any Affiliate of a Member, and (ii) any trust of which any Member is the primary beneficiary, shall be permitted under this Section 8.1 (any such transferee being referred to herein as a "Permitted Transferee"). Any Units in the Company transferred to a Permitted Transferee shall continue to be subject to the transfer restrictions set forth in this Section 8 as if the Units continued to be held by the transferor as well as the transferee.

8.2 Assignee of Member's Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 8.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions from the Company with respect to the transferred interest, on the same basis as the transferring Member.

8.3 Substituted Members. No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "Substituted Member") without the written consent of the Members, which consent may be withheld in the sole and absolute discretion of the Members.

8.4 Mandatory Participation in Sale. If Members owning 51% or more of the Interests desire to sell all of their Interests in the Company to an unrelated third party, the Members desiring to sell their Interests may demand that the other Members sell their entire Interests in the Company to the same purchasers(s) on the same basis as the selling Members.

SECTION 9. DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Manager and a Majority in Interest of the Members to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

9.2 Winding Up.

(a) Notice of Winding Up. Following the dissolution of the Company, as provided in Section 9.1, the Manager (or if there is no Manager, any remaining Member) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Manager, or if there is no Manager, the remaining Member(s), or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order of priority:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, including the establishment of any necessary reserves;
- (ii) To the Members in satisfaction of any Member Loans that have not been satisfied pursuant to Section 9.2(b)(i); and
- (iii) To the Members in accordance with Section 3 hereof.

9.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of termination shall be executed and filed by the Manager (or any remaining Member if there is no Manager) with the Delaware Secretary of State.

9.4 Rights of Members. Except as otherwise provided in this Agreement, the Members shall look solely to the assets of the Company for the return of their Capital

Contributions and shall have no right or power to demand or receive property other than cash from the Company.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed or sent by registered or certified mail, return receipt requested, addressed to the applicable address set forth on the signature page of this Agreement. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered if delivered personally, three business days after the time when the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid, or if sent by any other method, upon actual receipt. Any party may change the address to which notices shall be given pursuant to the provisions of this Section, provided that such notice shall be deemed given only upon actual receipt.

10.2 Delaware Law. The laws of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members. Notwithstanding the foregoing, the parties hereto consent to personal jurisdiction for purposes of this Agreement in the State of Arizona, and each of them agrees that Maricopa County, Arizona shall be proper venue for any action brought under this Agreement.

10.3 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members, the Manager, and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 10.3 shall not be deemed to (a) authorize any transfer not otherwise permitted under this Agreement, (b) confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) supersede or modify in any manner any provision of Section 8 hereof.

10.4 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

10.5 Time. Time is of the essence with respect to this Agreement.

10.6 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.7 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.8 Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.9 Additional Documents. Each Member, upon the request of the Manager, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

10.10 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.11 Waiver of Action for Partition. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

10.12 Counterpart Execution; Facsimile Signatures. This Agreement may be executed in any number of counterparts pursuant to original or facsimile copies of signatures with the same effect as if the Manager and all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.13 Representations and Warranties. Each Member represents and warrants to the Company, the Manager and to each other Member that:

- (a) It has acquired its Interest for its own account, for investment, and not with a view to or for the resale, distribution, subdivision or fractionalization thereof;
 - (b) It has no contract, undertaking, understanding, agreement or arrangement, formal or informal, with any Person to sell, transfer or pledge all or any portion of its Interest and has no current plans to enter into any such contract, undertaking, understanding, agreement or arrangement;
 - (c) It has such business and financial experience alone, or together with its professional advisers, that it has the capacity to protect its own interests in connection with its acquisition of its Interest;
 - (d) It has sufficient financial strength to hold the interest in the Company as an investment and bear the economic risks of that investment (including possible complete loss of such investment) for an indefinite period of time;
 - (e) It has been afforded the same access to the books, financial statements, records, contracts, documents and other information concerning the Company and the prospective business of the Company as has been afforded the other Members and has been afforded an opportunity to ask such questions as it has deemed necessary or desirable to value the merits and risks of the investment contemplated herein;
 - (f) It acknowledges that it has performed its own due diligence with respect to its Interest and is relying on that due diligence in making this investment and that it is not relying
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on the other Members, the Manager or their Affiliates with respect to tax, suitability or other economic considerations;

(g) This Agreement constitutes a legal, valid and binding obligation of the Member enforceable against the Member in accordance with its terms; and

(h) The execution, delivery and performance of this Agreement by the Member does not and will not violate, conflict with or contravene any judgment, order, decree, writ or injunction, or any law, rule, regulation, contract or agreement to which the Member is subject.

10.14 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Actor” has the meaning given that term in Section 5.4 hereof.

“Adjusted Capital Account Balance” means an amount with respect to any Member equal to the balance in such Member’s Capital Account at the end of the relevant fiscal year, after increasing the balance in such Member’s Capital Account by any amount which such Member is deemed to be obligated to restore pursuant to Regulations Sections 1.704-2(g)(1) and 1.704-2 (i)(5).

“Affiliate(s)” of another Person shall mean any Person directly or indirectly controlling, controlled by or under common control with such other Person.

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Book Value” has the meaning given that term in Section 4.1(b) hereof.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.3 hereof.

“Capital Contribution” means, with respect to any Member, the aggregate amount of money and the net fair market value of any property (other than money) contributed to the Company by such Member, whether as Priority Contributions or Ordinary Contributions.

“Certificate of Formation” has the meaning given that term in Section 1.10.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means Allied Services, LLC, a Delaware limited liability company, and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Core Activities” has the meaning given that term in Section 1.4.

“Cumulative Profits” means the amount, if any, by which the cumulative items of taxable income and gain over the term of the Company exceed the cumulative items of taxable loss and deduction over the term of the Company, in each case, determined as of the date on which Cumulative Profits are determined.

“Interest” means an ownership interest in the Company, including without limitation a Member’s Units and a Member’s interest in all property, distributions, profits and losses of the Company.

“Majority in Interest of the Members” means the affirmative vote or written consent of the Members holding a majority of the Units.

“Manager” means Allied Waste Landfill Holdings, Inc., a Delaware corporation, or any other Person designated to be the Manager in accordance with the provisions of Section 5.1 hereof.

“Member” means any Person identified as a Member in Exhibit A to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall be deemed to refer also to such Person. “Members” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Net Cash Flow” means the gross cash proceeds to the Company from operations, including sales or other dispositions, mergers, liquidations, and all refinancings of all or any part of the assets of the Company, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements and contingencies, all as determined by the Manager in its reasonable and good faith discretion in accordance with the terms of this Agreement.

“Ordinary Contributions” means all Capital Contributions other than Priority Contributions.

“Percentage Interests” means the Members’ interests in the Company expressed as a percentage based on the number of Units held by the Member divided by the total number of Units issued and outstanding. The Members’ initial Percentage Interests are set forth opposite their names on Exhibit A.

“Permitted Transferee” has the meaning given that term in Section 8.1.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Priority Contributions” means Capital Contributions of AGP initially designated as Priority Contributions on Exhibit A hereto, and any additional Capital Contributions requested by the Manager and made by a Member in accordance with the provisions of Section 2.2 hereof, unless such Capital Contributions are designated as being other than Priority Contributions.

“Priority Return” means a 9.5% per annum cumulative return, compounded annually, with respect to all Unreturned Priority Contributions made by the Members until such time as the Unreturned Priority Contributions of all Members have been reduced to zero.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Manager (on the advice of the Company’s accountants) to cause Profits and Losses to be determined in accordance with the Regulations under Code Section 704(b).

“Regulations” means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Substituted Member” has the meaning given that term in Section 8.3 hereof.

“Transfer” has the meaning given that term in Section 8.1 hereof.

“Unit” means an individual unit of ownership in the Company issued to the Members.

“Unpaid Priority Return” means that portion of the Priority Return payable to a Member that has not yet been distributed by the Company.

“Unreturned Priority Contributions” means, with respect to each Member, the amount of Priority Contributions made by such Member to the Company, reduced by distributions to such Member pursuant to Section 3(b) hereof; provided that in the year in which the Company is liquidated, each Member’s Unreturned Priority Contributions shall be reduced by the amount, if any, by which the aggregate distributions to such Member pursuant to Section 3(a) exceed such Member’s Cumulative Profits, after taking into account all allocations pursuant to Section 4 in the year in which the Company is liquidated.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Manager:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Members:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: Vice President
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Allied Green Power, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: Treasurer
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

EXHIBIT A-1 TO
OPERATING AGREEMENT
ALLIED SERVICES, LLC

<u>MEMBER</u>	<u>CAPITAL CONTRIBUTIONS</u>	<u>UNITS</u>	<u>PERCENTAGE INTERESTS</u>	<u>ORDINARY CONTRIBUTIONS</u>	<u>PRIORITY CONTRIBUTIONS</u>
AWNA	An undivided 26.73% interest in the assets of the Company in existence immediately prior to the effective date of this Agreement.	99	99%	\$ 110,168,112	\$ 0
Holdings	An undivided .27% interest in the assets of the Company in existence immediately prior to the effective date of this Agreement.	1	1%	1,112,809	0
AGP	An undivided 73% interest in the assets of the Company in existence immediately prior to the effective date of this Agreement.	<u>n/a</u>	<u>n/a</u>	<u>0</u>	<u>300,870,640</u>
	Total	<u>100</u>	<u>100%</u>	<u>\$ 111,280,921</u>	<u>\$ 300,870,640</u>

STATE OF NEW JERSEY
DIVISION OF REVENUE
PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 12, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name:

Allied Transfer Systems of New Jersey, LLC

2. Alternate Business Name:

3. Type of Business Entity: L L C

(See Instructions for Codes. Page 9, Item 3)

4. Business Purpose:

(See Instructions, Page 9, Item 4)
Non-hazardous solid waste management

5. Stock (Domestic Corporations Only — Total Shares):

6. Duration (If Indefinite or Perpetual, Leave Blank):

7. State of Formation/Incorporation (Foreign Entities Only):

8. Date of Formation/Incorporation (Foreign Entities Only):

9. Contact Information:

Registered Agent Name: The Corporation Trust Company

Registered Office

(Must be a New Jersey address with street address)

Street 820 Bear Tavern Road
West Trenton Zip 08628

Main Business or Principal Business Address

(If different than the Registered Office)

Street 1588 N. Greenway-Hayden Loop, Suite 1008
City Scottsdale State AZ Zip 85260

10. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

11. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

** Signature(s) for the Public Record (Sec instructions for Information on Signature Requirements)

Signature	Name	Title	Date
Allied Waste North America, Inc. Sole Member			
By: /s/ Steven M. Helm	Steven M. Helm	Vice President, Legal	2/18/00

New Jersey Department of State
Division of Commercial Recording
Certificate of Formation, Limited Liability Company

This form may be used to record the formation of a Limited Liability Company under and by virtue of New Jersey State law. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Company Act, and insure that all applicable filing requirements are met. Applicants are advised to seek out private legal assistance before submitting filings to the Secretary's office.

1. Name of Limited Liability Company: Allied Transfer Systems of New Jersey, LLC

2. The purpose for which this Limited Liability Company is organized is:
Non-hazardous solid waste management

3. Date of formation:

4. Registered Agent Name & Address (must be in NJ):

The Corporation Trust Company

820 Bear Tavern Road, West Trenton, New Jersey 08628

5. Dissolution date: indefinite

6. Other provisions (list below or attach to certificate):

The undersigned represent(s) that this Limited Liability Company has two or more members, and that this filing complies with requirements detailed in NJSA42. The undersigned hereby request(s) that they are authorized to sign this certificate on behalf of the Limited Liability Company.

Allied Waste North America, Inc., Sole Member

Signature: By: /s/ Steven M. Helm Date: 2/18/00
Steven M. Helm, Vice President, Legal

**OPERATING AGREEMENT OF
ALLIED TRANSFER SYSTEMS OF NEW JERSEY, LLC**

This Operating Agreement is executed as of February 23, 2000, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Transfer Systems of New Jersey, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New Jersey shall be 820 Bear Tavern Road, West Trenton, NJ 08628. The registered office may be changed to any other place within the State of New Jersey upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New Jersey are The Corporation Trust Company, 820 Bear Tavern Road, West Trenton, New Jersey 08628. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New Jersey, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New Jersey. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 New Jersey Law. The laws of the State of New Jersey shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the New Jersey Limited Liability Company Act, as set forth in Title 42:2B of the New Jersey Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Vice President, Legal

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE ALABAMA, INC.
ARTICLE I

The name of the corporation is Allied Waste Alabama, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of capital stock which the corporation shall have authority to issue is 1000 shares of common stock, par value of \$.01 per share.

ARTICLE V

The governing board of the corporation shall be known as the board of directors, and the number of directors comprising the same shall be determined in accordance with the bylaws of the corporation. The initial board of directors shall consist of three members. The name and mailing address of the members of the board of directors, who shall hold office until the first annual meeting of the stockholders, or until their successors are elected and qualify, are as follows:

Roger A. Ramsey

Allied Wastes Industries, Inc.
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Thomas Van Weelden

Allied Wastes Industries, Inc.
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Daniel J. Ivan

Allied Wastes Industries, Inc.
6575 West Loop South, Suite 250
Bellaire, Texas 77401

ARTICLE VI

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; *provided, however*, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE VII

7.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

7.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 and 7.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.4 Any indemnification under Sections 7.1 and 7.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 7.1 and 7.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

7.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

7.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

7.8 For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent

corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

7.9 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

7.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VIII

The corporation is to have perpetual existence.

ARTICLE IX

The name and address of the incorporator is David T. Pendergast, Porter & Clements, L.L.P., 700 Louisiana, 35th Floor, Houston, Texas 77002.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true and accordingly I have hereunto set my hand this 26th day of March, 1992.

/s/ David T. Pendergast

David T. Pendergast, Incorporator

**BYLAWS
OF
ALLIED WASTE ALABAMA, INC.**

March____, 1993

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**BYLAWS
OF
ALLIED WASTE ALABAMA, INC.**

**ARTICLE I
OFFICES**

1.1 Registered Office. The registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

1.2 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE II
STOCKHOLDERS**

2.1 Place of Meetings. Meetings of Stockholders for any purpose shall be held at the principal office of the Corporation, or at such other place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. An annual meeting of Stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time; provided that each successive annual meeting shall be held on a date within 13 months after the date of the preceding annual meeting. Any other proper business may be transacted at the annual meeting.

2.3 Special Meetings. Special meetings of Stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

2.4 Notice of Meeting; Waiver of Notice. Whenever Stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given to each Stockholder of record entitled to vote thereat, and such notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the

meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each Stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the Stockholder at his address as it appears on the records of the Corporation. Notice need not be given to any Stockholder who submits a written waiver of notice, signed by such Stockholder, whether before or after the time stated therein. Further, except when a Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened, presence of a Stockholder, in person or represented by proxy, shall also constitute a waiver of notice of such meeting.

2.5 Adjournments. Any meeting of Stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.6 Quorum. At each meeting of Stockholders, except when provided otherwise by law, the Certificate of Incorporation or these Bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the Stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 2.5 of these Bylaws until a quorum shall be present in person or by proxy.

2.7 Organization. Meetings of the Stockholders shall be presided over by the Chairman of the Board, if any, or, in his absence, by the President or by any Vice President, or, in the absence of all of such officers, by a chairman chosen by a majority of the Stockholders entitled to vote at the meeting who are present in person or by proxy. The Secretary, or, in his absence, any Assistant Secretary or person chosen by the person presiding over the meeting, shall act as Secretary of the meeting.

2.8 Voting; Proxies. Unless otherwise provided by the Certificate of Incorporation, each Stockholder of record, as determined in accordance with Section 2.9, shall be entitled to one vote, in person or by proxy, for each share of stock registered in his name on the books of the Corporation at any meeting of the Stockholders. Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Unless the Certificate of Incorporation or these Bylaws provide otherwise, voting at meetings of Stockholders for the election of directors need not be by written

ballot, unless the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote in such election, present in person or by proxy, shall so demand. At all meetings of Stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect any nominee. All other elections and questions shall, unless provided otherwise by law, by the Certificate of Incorporation or these Bylaws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon, present in person or by proxy at the meeting.

2.9 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the Stockholders entitled to notice of, or to vote at, any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days before any other action. If no record date is fixed: (a) the record date for determining Stockholders entitled to notice of, or to vote at, a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (b) the record date for determining Stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting. The Corporation shall be entitled to treat the person in whose name any share of stock is registered on the books of the Corporation as the owner thereof for all purposes, including voting, receipt of dividends, and when applicable, liability for calls and assessments, and shall not be bound to recognize any equitable or other claim or other interest in such shares in the part of any other person, whether or not the Corporation shall have express or other notice thereof.

2.10 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least 10 days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list shall be open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days before the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list also shall be produced and made available, for the duration of the meeting, at the time and place of the meeting and may be inspected by any Stockholder present thereat. The stock ledger shall be the only evidence of the identity of the Stockholders entitled to examine the stock ledger, the list of Stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of Stockholders.

2.11 Action by Consent of Stockholders. Unless otherwise provided by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented in writing.

2.12 Notice of Stockholder Nominees. Only persons who are nominated in accordance with the procedures set forth in this Section 2.12 shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at a meeting of the Corporation's Stockholders (a) by or at the direction of the Board of Directors or (b) by any Stockholder of the Corporation entitled to vote for the election of directors at such meeting who complies with the procedures set forth in this Section 2.12. All nominations by Stockholders shall be made pursuant to timely notice in proper written form to the Secretary of the Corporation. To be timely, a Stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than 50 days nor more than 75 days before the meeting; *provided, however*, that if less than 65 days' notice or prior public disclosure of the date of the meeting is given or made to the Stockholders, notice by the Stockholder must be received at the principal executive offices of the Corporation not later than the close of business on the 15th day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made. No person shall be eligible for election as a director unless nominated in accordance with the procedures set forth in these Bylaws of the Corporation. The chairman of the Stockholders' meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he shall so determine, he shall announce such determination to the meeting and the defective nomination shall be disregarded.

ARTICLE III

BOARD OF DIRECTORS

3.1 General Powers. The property, affairs and business of the Corporation shall be managed by, or under the direction of, the Board of Directors. The Board of Directors may take all lawful action which law, the Certificate of Incorporation or these Bylaws does not require to be taken by the Stockholders.

3.2 Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

3.3 Election; Resignation; Removal; Vacancies. The Board of Directors shall initially consist of the persons named as directors in the Certificate of Incorporation, and each director so elected shall hold office until the first annual meeting of Stockholders or until his successor is elected and qualified. At the first annual meeting of Stockholders and at each annual meeting thereafter, the Stockholders shall elect directors each of whom shall hold office for a term of one year or until his successor is elected and qualified. Any director may resign at any time upon written notice to the Corporation. Any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of Stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he has replaced or until his successor is elected and qualified.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, by the President or by the Secretary on the written request of one-third of the directors, such request stating the purpose(s) of the special meeting, with two days' notice to each director either personally, by mail, telegram, telegraph, wireless, telephone or verbally. Personal delivery shall include written notice delivered by a nationally recognized overnight delivery service or telecopier. Neither the business to be transacted at nor the purpose of such meeting need be specified in the notice or waiver of notice of such meeting. Unless provided otherwise by law, the Corporation's Certificate of Incorporation or these Bylaws, any business which may properly be conducted by the Board of Directors may be conducted at a special meeting of the Board of Directors.

3.6 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

3.7 Organization; Place of Meetings. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, if any, or, in his absence, by the President, or, in his absence, by a chairman chosen by a majority of the directors present at the meeting. The Secretary shall act as Secretary of the meeting, but in his absence, the chairman of the meeting may appoint any person to act as Secretary of the meeting. The Board of Directors may hold their meetings, have one or more offices, and keep the books of the Corporation within or without the State of Delaware.

3.8 Action by Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing, and such written consents are filed with the minutes of proceedings of the Board of Directors or of such committee.

3.9 Compensation of Directors. Directors shall not receive any stated salary for their services as directors, but by resolution of the Board of Directors, may receive a fixed honorarium or fees and expenses, if any, of attendance at any Board of Director meetings. However, these Bylaws shall not be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation for such service. Members of special or standing committees may be allowed additional compensation for their service and expenses.

ARTICLE IV

COMMITTEES

4.1 Committees. The Board of Directors may, by resolution passed by a majority thereof, designate one or more committees of the Board of Directors, each committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the power and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all documents which may require it; *provided, however*, that no such committee shall have power or authority to amend the Certificate of Incorporation [(except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided by the Delaware General Corporation Law (the "DGCL"), fix any of the preferences or rights of the shares)], adopt an agreement of merger or consolidation, recommend the sale of all or substantially all the Corporation's property and assets to the Stockholders, recommend a dissolution of the Corporation or a revocation of dissolution to the Stockholders, or amend these Bylaws; *provided further*, that unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

4.2 Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

4.3 Vacancies. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. Unless an alternate has been designated by the Board of Directors and is present at such meeting, in the absence or disqualification of a member of the committee, the members thereof present at any meeting and not disqualified from voting,

whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

ARTICLE V

OFFICERS

5.1 Executive Officers; Election; Qualifications; Salaries. The Board of Directors shall elect a President and a Secretary, and it may, if it so determines, elect a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors from among its members. The Board of Directors also may elect one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Any number of offices may be held by the same person, except that the President shall not hold the office of Secretary. The Board of Directors may fix the salaries of all officers and agents of the Corporation from time to time by duly adopted resolution.

5.2 Term. Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until his successor has been elected and qualified or until his earlier death, resignation or removal.

5.3 Resignation; Removal; Vacancies. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may, by majority vote, remove any officer, with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

5.4 Powers and Duties of Executive Officers Generally. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed herein or by resolution of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

5.5 Duties of Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties and have such other powers as may be prescribed from time to time by the Corporation's Board of Directors.

5.6 Duties of President. The President shall be the chief executive officer of the Corporation. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except when required or permitted by law to be otherwise signed and executed. To the extent permitted by law, his signature upon bonds or debentures authenticated by the signature of a trustee may be by facsimile. The President shall, in the absence or disability of, or in the event of a vacancy in the office of, the Chairman of the

Board, perform the duties and exercise the powers of such Chairman of the Board. The President shall be responsible for the general and active management of the business of the Corporation and shall ensure that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except when required or permitted by law to be otherwise signed and executed and except when the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. The President shall perform such other duties and have such other powers as may be prescribed from time to time by the Board of Directors of the Corporation.

5.7 Duties of the Vice Presidents. The Vice Presidents shall, in the order of their organizational ranking, in the absence or disability, or in the event of a vacancy in the office, of the President, perform the duties and exercise the powers of the President, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors of the Corporation.

5.8 Duties of the Secretary. The Secretary shall keep, or cause to be kept, in books provided for that purpose, the minutes of the meetings of the Stockholders, the Board of Directors, or any committee thereof, and shall see that all notices are duly given in accordance with the provisions of these Bylaws. As required by law, the Secretary shall be the custodian of the records of the Corporation. The Secretary shall keep the seal of the Corporation in safe custody and, when authorized by the Board, affix such seal to any document requiring it, and when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary. The Secretary shall perform such other duties and have such other powers as may be prescribed from time to time by the Corporation's Board of Directors.

5.9 Duties of the Assistant Secretary. Any Assistant Secretary shall, at the request of the Secretary, in the absence or disability of the Secretary, or in the event of a vacancy in such office, perform the duties and be vested with the powers of the Secretary. Each Assistant Secretary shall perform such other duties and have such other powers as may be prescribed from time to time by the Board of Directors of the Corporation.

5.10 Duties of the Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation and shall deposit all such funds in the name of the Corporation in such banks, trust companies and other depositories as shall be designated by the Board of Directors. The Treasurer shall give a statement of the financial condition of the Corporation at all Board of Director meetings and also give a full financial report at any annual meeting of the Stockholders. The Treasurer shall show the books of account and records of the Corporation or of any corporation controlled by the Corporation to any director of the Corporation, upon reasonable request and during normal business hours at the executive offices of the Corporation. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular

meetings, or when the Board of Directors so requires, an account of all transactions performed by the Treasurer. The Treasurer shall perform such other duties and have such other powers as may be prescribed from time to time by the Corporation's Board of Directors.

ARTICLE VI

STOCK

6.1 Certificates. Certificates for shares of the capital stock of the Corporation shall be in such form not inconsistent with law as shall be approved by the Board of Directors. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board of Directors, if any, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, such certificate certifying the number of shares owned by him in the Corporation. Any of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issuance. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge a copy of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights to each stockholder who so requests.

6.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of capital stock in the place of any certificate theretofore issued by it, which certificate is alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

6.3 Transfer of Stock. Transfers of shares of capital stock of the Corporation shall be made only on the books of the Corporation by the registered owners thereof, or by their legal representatives or their duly authorized attorneys. Upon any such transfers, the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in

charge of the stock transfer books and ledgers, by whom they shall be cancelled and new certificates shall thereupon be issued.

ARTICLE VII
INDEMNIFICATION

7.1 Mandatory Indemnification. Each person who at any time is or was a director of the Corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Proceeding"), by reason of the fact that such person is or was a director of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, whether the basis of a Proceeding is alleged action in such person's official capacity or in another capacity while holding such office, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL or any other applicable law as may from time to time be in effect (but, in the case of any such amendment or enactment, only to the extent that such amendment or statute permits the Corporation to provide broader indemnification rights than such law prior to such amendment or enactment permitted the Corporation to provide), against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with a Proceeding, so long as a majority of a quorum of disinterested directors, the Stockholders or legal counsel through a written opinion determines that such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and in the case of a criminal Proceeding, such person had no reasonable cause to believe his conduct was unlawful. Such indemnification shall continue as to a person who has ceased to be a director of the Corporation or a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, and shall inure to the benefit of such person's heirs, executors and administrators. The Corporation's obligations under this Section 7.1 include, but are not limited to, the convening of any meeting and the consideration thereof of any matter which is required by statute to determine the eligibility of any person for indemnification.

7.2 Prepayment of Expenses. Expenses incurred by a director of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding to the fullest extent permitted by, and only in compliance with, the DGCL or any other applicable laws as may from time to time be in effect, including, without limitation, any provision of the DGCL which requires, as a condition precedent to such expense advancement, the delivery to the Corporation of an undertaking, by or on behalf of such director, to repay all amounts so advanced if it shall ultimately be determined that such director

is not entitled to be indemnified under Section 7.1 of this Article VII or otherwise. Repayments of all amounts so advanced shall be upon such terms and conditions, if any, as the Corporation's Board of Directors deems appropriate.

7.3 Vesting. The Corporation's obligation to indemnify and to prepay expenses under Sections 7.1 and 7.2 of this Article VII shall arise, and all rights granted to the Corporation's directors hereunder shall vest, at the time of the occurrence of the transaction or event to which a Proceeding relates, or at the time that the action or conduct to which such Proceeding relates was first taken or engaged in (or omitted to be taken or engaged in), regardless of when such Proceeding is first threatened, commenced or completed. Notwithstanding any other provision of the Certificate of Incorporation or these Bylaws of the Corporation, no action taken by the Corporation, either by amendment of the Certificate of Incorporation or these Bylaws of the Corporation or otherwise, shall diminish or adversely affect any rights to indemnification or prepayment of expenses granted under Sections 7.1 and 7.2 of this Article VII which shall have become vested as aforesaid prior to the date that such amendment or other corporate action is effective or taken, whichever is later.

7.4 Enforcement. If a claim under Section 7.1 or Section 7.2 or both Sections 7.1 and 7.2 of this Article VII is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit in a court of competent jurisdiction against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such suit (other than a suit brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition when the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL or other applicable law to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. The failure of the Corporation (including its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such suit as to whether indemnification is proper in the circumstances based upon the applicable standard of conduct set forth in the DGCL or other applicable law shall neither be a defense to the action nor create a presumption that the claimant has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his conduct was unlawful.

7.5 Nonexclusive. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, the Corporation's Certificate of Incorporation, other provisions of these Bylaws, agreement, vote of Stockholders or disinterested directors or otherwise, both as

to action in such person's official capacity and as to action in another capacity while holding such office.

7.6 Permissive Indemnification. The rights to indemnification and prepayment of expenses which are conferred on the Corporation's directors by Sections 7.1 and 7.2 of this Article VII may be conferred upon any officer, employee or agent of the Corporation if, and to the extent, authorized by the Board of Directors.

7.7 Insurance. The Corporation shall have power to purchase and maintain insurance, at its expense, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Corporation's Certificate of Incorporation, the provisions of this Article VII, the DGCL or other applicable law.

ARTICLE VIII

MISCELLANEOUS

8.1 Declaration and Payment of Dividends. Subject to the provisions of the Certificate of Incorporation, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Unless provided otherwise by law, dividends may be paid in cash, in property or in shares of the Corporation's capital stock.

8.2 Reserves for Dividends. There may be set apart out of any of the funds of the Corporation available for dividends such amounts as the Board of Directors deems proper as a reserve or reserves for working capital, depreciation, losses in value, or for any other proper corporate purpose, and the Board of Directors may increase, decrease or abolish any such reserve in the manner in which it was created.

8.3 Statement of Business Condition. The Board of Directors shall present at each annual meeting and at any special meeting of the Stockholders when called for by vote of the Stockholders, a full and clear statement of the business and condition of the Corporation.

8.4 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

8.5 Fiscal Year. The fiscal year of the Corporation shall end on December 31 or such other date as the Board of Directors shall from time to time establish by resolution.

8.6 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

8.7 Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (a) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (b) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee which authorizes the contract or transaction.

8.8 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minutes books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

8.9 Amendment of Bylaws. The Board of Directors is authorized to repeal, alter, amend or rescind these Bylaws or adopt new Bylaws of the Corporation. The stockholders shall not repeal or amend these Bylaws of the Corporation unless such repeal or amendment is approved by the affirmative vote of the holders of not less than 66 2/3% of the total voting power of all shares of capital stock of the Corporation entitled to vote in the election of directors, voting as a single class.

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION**

Allied Waste Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Allied Waste Systems, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“ARTICLE I. The name of the Corporation is Allied Waste Company, Inc.”

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Allied Waste Systems has caused this certificate to be signed by Thomas K. Kehoe, its Secretary, this 5th day of July, 1997.

ALLIED WASTE SYSTEMS, INC.

By: /s/ Thomas K. Kehoe
Thomas K. Kehoe, Secretary

CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE SYSTEMS, INC.

ARTICLE I

The name of the corporation is ALLIED WASTE SYSTEMS, INC.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is 10,000 shares of common stock, par value \$.01 per share.

ARTICLE V

The governing board of the corporation shall be known as the board of directors, and the number of directors which compose the same shall be determined in accordance with the bylaws of the corporation. The initial board of directors shall consist of three members. The name and mailing address of the initial members of the board of directors, who shall hold office until the first annual meeting of the stockholders, or until their successors are elected and qualify, are as follows:

Fred M. Ferreira	827 East Rogers Street Houston, Texas 77022
Paul W. Garvis	827 East Rogers Street Houston, Texas 77022
Roger A. Ramsey	Capital Center Panthouse 401 Louisiana Houston, Texas 77002

ARTICLE VI

The board of directors of the corporation is expressly and solely authorized to make, alter or repeal bylaws of the corporation.

ARTICLE VII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the personal liability of a director for any act or omission occurring prior to the date this Article becomes effective.

ARTICLE VIII

8.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any

criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

8.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.4 Any indemnification under Sections 8.1 and 8.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 8.1 and 8.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

8.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

8.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

8.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the state of Delaware or this Article.

8.8 For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

8.9 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with

respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

8.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX

Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of section 291 of the General corporation Law of the State of Delaware or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation Under the provisions of Section 279 of the General Corporation Law of the State of Delaware, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number, representing three-fourths in value, of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all of the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

ARTICLE X

The corporation is to have perpetual existence.

ARTICLE XI

The name and address of the incorporator is Carolyn G. Hite, Porter & Clements, 700 Louisiana, Suite 3500, Houston, Texas 77002-2730.

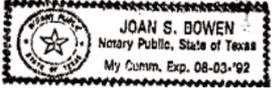
I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true and accordingly I have hereunto set my hand this ___/___ day of December, 1989.

/s/ Carolyn G. Hite
CAROLYN G. HITE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this date personally appeared Carolyn G. Hite, known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that she executed said certificate as his free act and deed and that the facts therein stated are true.

Given under my hand and seal this 1st day of December 1989.



/s/ Joan S. Bowen
Notary Public in and for
The State of TEXAS

JOAN S. BOWEN
Printed Name of Notary Public

My Commission Expires 08/03/92

PLAN AND AGREEMENT OF MERGER

Reincorporation of Allied Hauling, Inc.
In Delaware as Allied Waste Systems, Inc.

PLAN AND AGREEMENT OF MERGER, dated as of December 18, 1989, by and between Allied Waste Systems, Inc., a Delaware corporation ("Newco" or the "Surviving Corporation") and Allied Hauling, Inc., a Texas corporation ("Oldco"). Oldco and Newco are hereinafter collectively referred to as the "Merging Corporations."

W I T N E S S E T H :

WHEREAS, Newco is a corporation duly organized and validly existing under the laws of the State of Delaware, with its registered office at 1209 Orange Street, Wilmington, Delaware 19801, and with its principal executive offices at 827 East Rogers Street, Houston, Texas 77022;

WHEREAS, the authorized capital stock of Newco consists of 10,000 shares of Common Stock, par value \$.01 per share, of which at December 18, 1989, 1,000 shares were issued and outstanding and held of record by Oldco;

WHEREAS, Oldco is a corporation duly organized and validly existing under the laws of the State of Texas, with its registered office, and its principal executive office, at 827 East Rogers Street, Houston, Texas 77022;

WHEREAS, the authorized capital stock of Oldco consists of 10,000 shares of Common Stock, par value \$1.00 per share, of which at December 18, 1989, 1,000 shares were issued and outstanding and held of record by Allied Waste Industries, Inc., a Delaware corporation;

WHEREAS, the respective boards of directors of Oldco and Newco deem it desirable and in the best interest of their respective corporations and their respective stockholders to merge Oldco into Newco, pursuant to the provisions of Section 252 of the General Corporation Law of the State of Delaware and Article 5.07 of the Texas Business Corporation Act, in exchange solely for shares of capital stock of Newco (as herein described), and have proposed, declared advisable, and approved such merger pursuant to this Plan and Agreement of Merger (the "Agreement"), which Agreement has been duly approved by resolutions of the respective boards of directors and shareholders of Oldco and Newco; and

WHEREAS, the parties intend that the reincorporation be a tax free reorganization within the meaning of §368 (a) (1) (F) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and in order to prescribe the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of converting the capital stock of Oldco into shares of the capital stock of Newco, and such other details and provisions as are deemed necessary or proper, the parties hereto hereby agree as follows:

ARTICLE I

Merger

1.1 Surviving Corporation. Subject to the adoption and approval of this Agreement by the requisite vote of the stockholders of each of the Merging Corporations and to the other conditions hereinafter set forth, Oldco and Newco shall be, upon the effective date of the merger as defined in Section 1.3 hereof, merged into a single surviving corporation, which shall be Newco, one of the Merging Corporations, which shall continue its corporate existence and remain a Delaware corporation governed by and subject to the laws of that State.

1.2 Stockholder Approval. This Agreement shall be adopted and approved by the stockholders of each of the Merging Corporations in accordance with the laws of Delaware and Texas, by written unanimous consent or at a separate meeting called and held for that purpose.

1.3 Effective Date. The merger shall become effective upon (i) the filing of this Agreement with the Secretary of State of the State of Delaware following its adoption, certification, execution, and acknowledgement in accordance with Section 103 of the General Corporation Law of the State of Delaware, and (ii) the filing of Articles of Merger executed by each of the Merging Corporations with the Secretary of State of the State of Texas. The date upon which the merger shall become effective, as defined by this Section 1.3, is referred to in this Agreement as the "Effective Date."

ARTICLE II

Continued Corporate Existence
of Surviving Corporation

2.1 Existence. The identity, existence, purposes, powers, objects, franchises, rights, and immunities of Newco, the Surviving Corporation, shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers,

objects, franchises, rights, and immunities of Oldco shall be wholly merged into Newco, the Surviving Corporation, and Newco shall be fully vested therewith. Accordingly, on the Effective Date, the separate existence of Oldco, except insofar as continued by statute, shall cease.

ARTICLE III

Governing Law and Certificate of
Incorporation of Surviving Corporation

3.1 Delaware Law Governs and Newco's Certificate of Incorporation, As Amended, Survives. The laws of Delaware shall continue to govern the Surviving Corporation. On and after the Effective Date, the Certificate of Incorporation of Newco, as in effect on the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in the manner provided by law.

ARTICLE IV

Bylaws of Surviving Corporation

4.1 Newco's Bylaws Survive. On and after the Effective Date, the Bylaws of Newco, as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new Bylaws shall be adopted in accordance with the provisions of law, the Certificate of Incorporation, and the Bylaws of the Surviving Corporation.

ARTICLE V

Directors and Officers of Surviving Corporation

5.1 Directors of Surviving Corporation. The incumbent directors of Newco immediately prior to the Effective Date shall continue to constitute the board of directors from and after the Effective Date, and such persons shall hold office until the first annual meeting of stockholders of the Surviving Corporation next following the Effective Date, or until their successors are, in accordance with the Bylaws of the Surviving Corporation, elected and qualify.

5.2 Officers of Surviving Corporation. The incumbent officers of Newco immediately prior to the Effective Date shall continue to hold their respective offices of the Surviving Corporation from and after the Effective Date and until the first meeting of directors following the next annual meeting of stockholders thereof, or until their successors are elected in accordance with the Bylaws of the Surviving Corporation.

5.3 Vacancies. On or after the Effective Date, if a vacancy shall for any reason exist in the board of directors or in any of the offices of the Surviving Corporation, such vacancy shall be filled in the manner provided in the Certificate of Incorporation or Bylaws of the Surviving Corporation.

ARTICLE VI

Capital Stock of Surviving Corporation

6.1 Capital Stock as in Newco's Certificate of Incorporation, as Amended. The authorized number of shares of capital stock of the Surviving Corporation, the par value, designations, preferences, rights, and limitations thereof, and the express terms thereof, shall be as set forth in the Certificate of Incorporation of the Surviving Corporation as in effect on the Effective Date.

ARTICLE VII

Conversion of Securities on Merger

7.1 General. The manner and basis of converting the issued and outstanding shares of the capital stock of each of the Merging Corporations into shares of the capital stock of Newco shall be hereinafter set forth in this Article VII.

7.2 Conversion of Newco's Stock. On the Effective Date, each share of Common stock, par value \$.01 per share, of Newco then issued and outstanding, without any action on the part of Oldco, the holder thereof, shall automatically cease to exist.

7.3 Conversion of Oldco's Stock. On the Effective Date, each share of Common Stock, \$.01 par value, of Oldco then issued and outstanding, without any action on the part of the holder thereof, shall automatically become and be converted into one fully paid and nonassessable share of the issued and outstanding Common Stock, \$.01 par value, of the Surviving Corporation.

7.4 Exchange of Oldco's Stock Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Common Stock of Oldco may surrender the same to the Surviving Corporation and such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the shares of Common Stock of Oldco theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. However, prior to any surrender, each outstanding certificate representing Oldco's issued and outstanding common stock shall be deemed for

all purposes to evidence ownership of the same number of shares of common stock of the Surviving Corporation.

7.5 Newco Fractional Shares. No certificates for fractional share interests of Common Stock of Newco will be issued, but, in lieu thereof, Newco will round all such fractional shares to the nearest whole share.

7.6 Oldco's Transfer Books Closed. Upon the Effective Date, the stock transfer books of Oldco shall be deemed closed, and no transfer of any certificates theretofore representing shares of Oldco shall thereafter be made or consummated.

ARTICLE VIII

Assets and Liabilities

8.1 Assets and Liabilities of Merging Corporations Become Those of Surviving Corporation. On the Effective Date, all rights, privileges, powers, immunities and franchises of each of the Merging Corporations, both of a public and private nature, and all property, real, personal, and mixed, and all debts due on whatever account, as well as stock subscriptions and all other choses or things in action, and all and every other interest of or belonging to or due to either of the Merging Corporations, shall be taken by and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities, franchises, property, debts, choses or things in action, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Merging Corporations, and the title to any real or other property, or any interest therein, whether vested by deed or otherwise, in either of the Merging Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any properties of each of the Merging Corporations shall be preserved unimpaired, and all debts, liabilities, restrictions, obligations, and duties of the respective Merging Corporations, including without limitation all obligations, liabilities, and duties as lessee under any existing lease, shall thenceforth attach to the Surviving Corporation and may be enforced against and by it to the same extent as if said debts, liabilities, restrictions, obligations, and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Merging Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporations may be substituted in place of either of the Merging Corporations.

8.2 Conveyances to Surviving Corporation. The Merging Corporations hereby agree, respectively, that from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, they will execute and deliver or cause to be executed and delivered, all such deeds, conveyances, assignments, and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporations, its successors or assigns, may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises, and interests referred to in this Article XIII of this Agreement and otherwise carry out the intent and purposes of this Agreement.

8.3 Accounting Treatment. The assets and liabilities of the Merging Corporations shall be taken up on the books of the Surviving Corporation in accordance with generally accepted accounting principles, and the capital surplus and retained earnings accounts of the Surviving Corporation shall be determined, in accordance with generally accepted accounting principles. Nothing herein shall prevent the board of directors of the Surviving Corporation from making any future changes in its accounts in accordance with law.

8.4 Dissenting Stockholders of Oldco. Newco, as the Surviving Corporation, agrees that, if the merger contemplated hereby becomes effective, it will promptly pay to dissenting stockholders of Oldco the amount, if any, to which they are entitled under the Texas Business Corporation Act, provided such dissenters act in strict compliance with such provisions.

8.5 Consent to Service of Process in Texas. The Surviving Corporation, from and after the Effective Date of the Merger, agrees that it may be sued and served with process in the State of Texas in any proceeding for the enforcement of any obligation of Oldco and in any proceeding for the enforcement of the rights of any dissenting stockholder of Oldco against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Texas as its agent to accept service of process in any such proceeding. Any such process served upon the Secretary of State of the State of Texas should be forwarded to the Surviving Corporation, Allied Hauling, Inc., 827 East Rogers Street, Houston, Texas 77022, Attn: Larry C. Thyssen, President.

ARTICLE IX

Termination and Abandonment

9.1 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated

and the merger abandoned at any time (whether before or after the approval and adoption thereof by the stockholders of Oldco and Newco) prior to the Effective Date by mutual consent of Oldco and Newco.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective corporate names by their respective duly authorized representatives on December 1, 1989, but as of the day and year first above written.

The Constituent Corporations in the Merger
Contemplated by this Agreement:

ALLIED WASTE SYSTEMS, INC.
(a Delaware/Corporation)

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

Attest:

/s/ Dwight Carmichael
Dwight Carmichael, Secretary

ALLIED HAULING, INC.
(a Texas Corporation)

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

Attest:

/s/ Dwight Carmichael
Dwight Carmichael, Secretary

SECRETARY'S CERTIFICATE

I, Dwight Carmichael, Secretary of Allied Waste Systems, Inc., a Delaware corporation ("Newco"), do hereby certify that the Plan and Agreement of Merger to which this certificate is attached, after having been duly signed on behalf of Newco and having been duly signed on behalf of Allied Hauling, Inc., a Texas corporation, was duly adopted pursuant to Section 251, and in accordance with Section 228, of the General Corporation Law of the State of Delaware, on the 18th day of December, 1989, by the written consent of the holder of 1,000 shares of the Common Stock of Newco, such 1,000 shares being all the issued and outstanding capital stock of Newco, which Plan and Agreement of Merger was thereby adopted as the act of the sole stockholder of Newco, and the duly adopted agreement and act of Newco.

WITNESS MY HAND, this 18th day of December, 1989.

/s/ Dwight Carmichael

Dwight Carmichael, Secretary

I, Dwight Carmichael, Secretary of Allied Hauling, Inc., a Texas corporation ("Oldco"), do hereby certify that the Plan and Agreement of Merger to which this certificate is attached, after having been duly signed on behalf of Oldco and having been duly signed on behalf of Allied Waste Systems, Inc., a Delaware corporation, was duly adopted pursuant to Article 5.07, and approved in accordance with Article 5.03 of the Texas Business Corporation Act, on the 18th day of December, 1989, by the written consent of the holders of all of the outstanding shares of the capital stock of Oldco, which Plan and Agreement of Merger was thereby adopted as the act of the sole stockholder of Oldco, and the duly adopted agreement and act of Oldco.

WITNESS MY HAND, this 18th day of December, 1989.

/s/ Dwight Carmichael

Dwight Carmichael, Secretary

Execution of Plan and Agreement of Merger

The Plan and Agreement of Merger (the "Agreement"), having been executed on behalf of each of the "Merging Corporations", as defined in the Agreement, and having been adopted separately by each of the Merging Corporations, in accordance with the provisions of the General Corporation Law of the State of Delaware, and the fact of adoption having been certified thereon in respect of each of the Merging Corporations, the president or a vice president of each of the Merging Corporations does now hereby execute the said Plan and Agreement of Merger, and the secretary or an assistant secretary of each of the Merging Corporations does now hereby attest the said Plan and Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed, and agreement of each of said corporations, on this 18th day of December, 1989.

ALLIED WASTE SYSTEMS, INC.
(a Texas Corporation)

[Corporate Seal]

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

Attest:

/s/ Dwight Carmichael
Dwight Carmichael, Secretary

ALLIED HAULING, INC.
(a Delaware/Corporation)

[Corporate Seal]

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

Attest:

/s/ Dwight Carmichael
Dwight Carmichael, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

§
§
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Before me, the undersigned authority, on this day personally appeared Dwight Carmichael, secretary of Allied Hauling, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 18th day of December, 1989.



/s/ Margo Harvey
Notary Public in and for
Harris County, TEXAS

My Commission Expires: 5/29/92
Printed Name: MARGO HARVEY

STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared Dwight Carmichael, secretary of Allied Waste Systems, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 18th day of December, 1989.



/s/ Margo Harvey
Notary Public in and for
Harris County, TEXAS

My Commission Expires: 5/29/92
Printed Name: MARGO HARVEY

Articles of Merger

merging

ALLIED HAULING, INC.
a Texas Corporation

into

ALLIED WASTE SYSTEMS, INC.
a Delaware Corporation

PURSUANT TO ARTICLE 5.07 OF THE TEXAS BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATIONS HEREBY ADOPT THE FOLLOWING ARTICLES OF MERGER FOR THE PURPOSE OF MERGING ALLIED HAULING, INC., A TEXAS CORPORATION, WITH AND INTO ALLIED WASTE SYSTEMS, INC., A DELAWARE CORPORATION:

1. The Plan and Agreement of Merger ("the Plan") attached hereto and incorporated herein by reference, was adopted by the board of directors of each of the undersigned corporations in the manner prescribed by Article 5.07 of the Texas Business Corporation Act.
 2. The Plan was duly adopted by unanimous written consent of the sole shareholder of each of the undersigned corporations effective as of December 18, 1989 in the manner prescribed by Article 5.03 of the Texas Business Corporation Act. Of the 1,000 shares of common stock, par value \$.01 per share, of Allied Hauling, Inc., a Texas corporation, outstanding, all of which are entitled to vote, all such shares were voted in favor and none were voted against the adoption of the Plan. Of the 1,000 shares of common stock, \$.01 par value, of Allied Waste
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Systems, Inc., a Delaware corporation, outstanding, all of which were entitled to vote, all such shares were voted in favor of and none were voted against the adoption of the Plan.

3. The Merger will become effective at the time the Secretary of State of the State of Texas shall issue a Certificate of Merger as provided in Article 5.05 of the Texas Business Corporation Act.

Dated this 18th day of December, 1989.

ALLIED HAULING, INC.
(a Texas Corporation)

ALLIED WASTE SYSTEMS, INC.
(a Delaware corporation)

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

By: /s/ Larry C. Thyssen
Larry C. Thyssen, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Larry C. Thyssen, President of Allied Hauling, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 18th day of December, 1989.



/s/ Margo Harvey
Notary Public in and for
Harris County, TEXAS

My Commission Expires: 5/29/92
Printed Name: MARGO HARVEY

THE STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Larry C. Thyssen, President of Allied Waste Systems, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 18th day of December, 1989.



/s/ Margo Harvey

Notary Public in and for
Harris County, Texas

My Commission Expires: 5/29/92
Printed Name: MARGO HARVEY

BYLAWS
OF
ALLIED WASTE SYSTEMS, INC.

ARTICLE I

STOCKHOLDERS

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the board of directors from time to time; provided, that each successive annual meeting shall be held on a date within 13 months after the date of the preceding annual meeting. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the board of directors, or by a committee of the board of directors which has been duly designated by the board of directors, and whose powers and authority, as expressly provided in a resolution of the board of directors, include the power to call such meetings, but such special meetings may not be called by a stockholder, or any other person or persons.

Section 1.3. Notice of Meeting; Waiver of Notice. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. Notice need not be given to any stockholder who submits a written waiver of notice, signed by such shareholder, whether before or after the time stated therein. Attendance of a person at a meeting of the stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at,

nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for purposes of determining the existence of a quorum; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in his absence by a vice president, or in the absence of the foregoing persons by a chairman designated by the board of directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy

provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect any nominee. All other elections and questions shall, unless otherwise provided by law or by the certificate of incorporation or these bylaws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting, provided that (except as otherwise required by law or by the certificate of incorporation) the board of directors may require a larger vote upon any election or question.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days before the date of such meeting, nor more than 60 days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of, or to vote at, a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the

stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action by Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. General Powers. The property, affairs and business of the Corporation shall be managed by, or under the direction of, the Board of Directors.

Section 2.2. Number. The board of directors shall consist of no less than one member and no more than ten members, which number shall be designated by the shareholders at the time of the election of directors or by resolution adopted by the board of directors.

Section 2.3. Election; Resignation; Removal; Vacancies . The board of directors shall initially consist of the persons so designated in the certificate of incorporation. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors to

replace those directors whose terms then expire. Any director may resign at any time upon written notice to the Corporation. Any director may be removed, with or without cause, at any time by the affirmative vote of a majority in interest of the holders of record of stock entitled to vote at an election of directors, at an annual meeting or at a special meeting of the stockholders called for that purpose. Any vacancy occurring in the board of directors, for whatever reason, may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of the director whom he has replaced.

Section 2.4. Regular Meetings. Regular meetings of the board of directors may be held at such places within or without the State of Delaware and at such times as the board of directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.5. Special Meetings. Special meetings of the board of directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the board of directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, set at least two days before the date of the special meeting or by causing the same to be delivered to each director personally or to be transmitted by telegraph, cable, wireless, telephone or orally at least 24 hours before the meeting is scheduled to commence.

Section 2.6. Telephonic Meetings Permitted. Members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of such board of directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.7. Quorum; Vote Required for Action. At all meetings of the board of directors a majority of the board of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by the certificate of incorporation or these bylaws, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. In the absence of a quorum a majority of the directors present may adjourn any meeting from time to time until a quorum be had.

Section 2.8. Organization. Meetings of the board of directors shall be presided over by the Chairman of the Board of Directors, if any, or in his absence by the Vice Chairman of the Board of Directors, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of directors or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board of directors or of such committee.

Section 2.10. Compensation of Directors. Directors may receive such sums as compensation for their services and expenses as may be directed by resolution of the board of directors; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity, and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for their service and expenses.

ARTICLE III

COMMITTEES

Section 3.1. Committees. The board of directors may, by resolution passed by a majority thereof, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the power and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have power or authority in reference to amending the certificate of incorporation (except that a

committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 151(a) of the General Corporation Law, fix any of the preferences or rights of the shares), adopting an agreement of merger or consolidation, adopting an agreement to sell or lease all or substantially all of the property or assets of the Corporation, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these bylaws; provided further, that unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2. Committee Rules. Unless the board of directors otherwise provides, each committee designated by the board of directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the board of directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

OFFICERS

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The board of directors shall elect a President and Secretary, and it may, if it so determines, elect a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors from among its members. The board of directors may also elect one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the board of directors after the annual meeting of stockholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The board of directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the board of directors at any regular or special meeting.

Section 4.2. Term. Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until his successor has been elected and qualified, or until his earlier death, resignation or removal.

Section 4.3. Powers and Duties of Executive Officers Generally. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed herein or by resolution of the board of directors. The board of directors may require any officer, agent or employee to give security for the faithful performance of his duties.

Section 4.4. Duties of Chief Executive Officer. The chief executive officer shall preside at all meetings of the stockholders, and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Company. To the extent permitted by law, his signature upon bonds or debentures authenticated by the signature of a trustee may be by facsimile. He shall perform such other duties and have such other duties as may be prescribed from time to time by the board of directors of the Corporation.

Section 4.5. Duties of President. The president shall be the chief operating officer of the Company. He shall, in the absence or disability of, or in the event of a vacancy in the office of, the chief executive officer, perform the duties and exercise the powers of such chief executive officer. He shall be responsible for the general and active management of the business of the Company, and shall see that all orders and resolutions of the board of directors are carried into effect. He shall perform such other duties and have such other duties as may be prescribed from time to time by the board of directors of the Corporation.

Section 4.6. Duties of the Vice Presidents. The vice presidents shall, in the order of their organizational ranking, in the absence or disability, or in the event of a vacancy in the office, of the president, perform the duties and exercise the powers of the president, and shall perform such other duties and have such other powers as may from time to time be prescribed by the board of directors of the Corporation.

Section 4.7. Duties of the Secretary. The secretary shall keep, or cause to be kept, in books provided for that purpose, the minutes of the meetings of the stockholders, the board of directors, or any committee thereof, and shall see that all notices are duly given in accordance with the provisions of these bylaws and, as required by law, shall be custodian of the records of the Corporation. He shall keep in safe custody the seal of the Corporation and, when authorized by the board, affix such seal to any document requiring it, and when so affixed, it shall be attested by his signature, or by the signature of the

treasurer or an assistant secretary. He shall perform such duties and have such powers incident to the office of secretary, and shall perform such other duties and have such other powers as may be prescribed from time to time by the board of directors of the Corporation.

Section 4.8. Duties of the Assistant Secretary. Any assistant secretary shall, at the request of the Secretary, in his absence or disability, or in the event of a vacancy in such office, perform the duties and be vested with the powers of the Secretary. Each assistant secretary shall perform such other duties and have such other powers as may be prescribed from time to time by the board of directors of the Corporation.

Section 4.9. Duties of the Treasurer. The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and shall deposit all such funds in the name of the Corporation in such banks, trust companies and other depositories as shall be designated by the board of directors. He shall render a statement of the condition of the finances of the Corporation at all meetings of the board of directors, and a full financial report at any annual meeting of the stockholders. He shall exhibit to any director of the Corporation, the books of account and records of the Corporation, or of any corporation controlled by the Corporation, upon reasonable request and during normal business hours at the executive offices of the Corporation. He shall perform such other duties and have such other powers as may be prescribed from time to time by the board of directors of the Corporation.

ARTICLE V

STOCK

Section 5.1. Certificates. Certificates for shares of the capital stock of the Corporation shall be in such form not inconsistent with law as shall be approved by the board of directors. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issuance.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, which certificate is alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Indemnification in Non-Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 6.2. Indemnification in Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and

reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 6.3. Indemnification when Director, Officer or Employee Successful in Defense of Action. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 of this Article, or in defense of any claim, issue or matter therein, the Corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 6.4. Determination of Right to Indemnification. Any indemnification under Sections 6.1 and 6.2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.1 and 6.2 of this Article. Such determination shall be made (1) by the board of directors, by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 6.5. Advancement of Expenses. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6.6. Rights Hereunder Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 6.7. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

Section 6.8. Definition of Corporation. For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 6.9. Certain Definitions. For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this section.

Section 6.10. Continuation of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year and shall end on the last day of December next following.

Section 7.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the board of directors .

Section 7.3. Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee which authorizes the contract or transaction.

Section 7.4. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minutes books, may be

kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.5. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, only by the board of directors.

Adopted by joint written consent of the directors and sole shareholder of the Corporation on December 4, 1989.

/s/ Dwight Carmichael

Dwight Carmichael, Vice-President and Secretary

CERTIFICATE OF FORMATION
OF
ALLIED WASTE ENVIRONMENTAL MANAGEMENT GROUP, LLC

1. The name of the limited liability company is:
Allied Waste Environmental Management Group, LLC
2. The limited liability company is to be managed by its members.
3. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Environmental Management Group, LLC this 1st day of June, 2006.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company Sole Member

By: /s/ Jo Lynn White
Jo Lynn White
Secretary

**OPERATING AGREEMENT OF
ALLIED WASTE ENVIRONMENTAL MANAGEMENT GROUP, LLC**

This Operating Agreement is executed as of June 1, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 **Name.** The name of the Company is Allied Waste Environmental Management Group, LLC. The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 **Term.** The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company, Sole Member

By: /s/ Steven M. Helm _____

Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

BYLAWS
OF
ALLIED WASTE HAULING OF GEORGIA, INC.

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**BYLAWS OF
ALLIED WASTE HAULING OF GEORGIA, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 4696 South Cobb Drive, Smyrna, Georgia 30080. The Corporation may also have offices and branch offices at such other places within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Georgia as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Georgia or in the city or county in the State of Georgia in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of April in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed

to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which applicable law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Georgia, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Georgia as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Georgia or in the city or county in the State of Georgia in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Georgia) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Georgia Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Georgia." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Hauling of Georgia, Inc., a Georgia corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 1st day of April, 1995.

DIRECTORS:

/s/ Thomas H. VanWeelden

Thomas H. VanWeelden

/s/ Daniel J. Ivan

Daniel J. Ivan

/s/ Larry D. Henk

Larry D. Henk

**CERTIFICATE OF DOMESTICATION
OF
ALLIED WASTE HOLDINGS (CANADA) LTD.**

The undersigned, Steven M. Helm, Secretary and Treasurer of Allied Waste Holdings (Canada) Lid. (the "Corporation"), a corporation organized and existing under the laws of Canada, in accordance with the provisions of Section 388 of Title 8 of the Delaware Code, does hereby certify as follows:

FIRST: The Corporation was first formed on September 12, 1996, in Canada.

SECOND: The name of the Corporation immediately prior to the filing of this Certificate of Domestication was Allied Waste Holdings (Canada) Ltd.

THIRD: The name of the Corporation under which it is filing a Certificate of Incorporation is Allied Waste Holdings (Canada) Ltd.

FOURTH: The jurisdiction that constituted the seat, siege social, principal place of business or central administration for the corporation immediately prior to the filing of this Certificate of Domestication was Suite 4400, 1 First Canadian Place, Toronto, Ontario, Canada M5X1B1.

FIFTH: A Certificate of Incorporation of Allied Waste Holdings (Canada) Ltd. is being filed contemporaneously with this Certificate of Domestication.

IN WITNESS WHEREOF, I being the Secretary and Treasurer of the Corporation, and being only authorized to sign this Certificate of Domestication on behalf of the Corporation have middle signed and sealed this Certificate of Domestication of this 17th day of December, 1997.

ALLIED WASTE HOLDINGS (CANADA) LTD.

By: /s/ Steven M. Helm
Steven M. Helm, *Secretary and Treasurer*

**CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE HOLDINGS (CANADA) LTD.**

The undersigned, a natural person acting as incorporator of a corporation under the General Corporation Law of the State of Delaware as the same exists or may hereafter from time to time be amended (the "DGCL"), hereby makes this Certificate of Incorporation for such corporation.

**ARTICLE I
NAME**

The name of the corporation is Allied Waste Holdings (Canada) Ltd. (the "Corporation").

**ARTICLE II
REGISTERED OFFICE/AGENT**

The address of its registered office in the State of Delaware is located at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE III
PURPOSES**

The nature of the business or purposes to be conducted or promoted is to engage many lawful act or activity for which corporations may be organized under the DGCL.

**ARTICLE IV
AUTHORIZED CAPITAL STOCK**

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1000 shares of common stock, par value \$.01 per share (the "Common Stock").

**ARTICLE V
DOMESTICATION**

The Corporation was incorporated under the laws of Canada on September 12, 1996. Simultaneously with the filing of this Certificate of Incorporation, the Corporation has filed its Certificate of Domestication with the Secretary of State of the State of Delaware in order to domesticate itself in the State of Delaware. This Certificate of Incorporation amends and superseales in all respects the previously adopted Articles of Incorporation, as amended to date, of the Corporation. The 48,750,001 shares of the common stock of the Corporation outstanding on the effective date of this Certificate of Incorporation shall be, and are hereby, converted into 1,000

shares of the Common Stock without any further action by the Corporation or any stockholder, and each currently outstanding share certificate representing such shares of common stock outstanding on the effective date of this Certificate of Incorporation shall represent a number of shares of Common Stock equal to the number of shares of common stock represented by such certificate divided by 48,750.001 until such share certificate is surrendered for transfer or reissue.

ARTICLE VI

EXISTENCE

The existence of the Corporation is to be perpetual.

ARTICLE VII

NO PREEMPTIVE RIGHTS

No stockholder shall be entitled, as a matter of right, to subscribe for or acquire additional, unissued or treasury shares of any class of capital stock of the Corporation whether now or hereafter authorized, or any bonds, debentures or other securities convertible into, or carrying a right to subscribe to or acquire such shares, but any shares or other securities convertible into, or carrying a right to subscribe to or acquire such shares may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

ARTICLE VIII

NO CUMULATIVE VOTING

At each election of directors, every stockholder entitled to vote at such election shall have the right to vote in person or by proxy the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote. No stockholder shall have the right to cumulate his votes in any election of directors.

ARTICLE IX

BOARD OF DIRECTORS

The number of directors constituting the Corporation's initial Board of Directors is three, and the name and mailing, address of each person who is to serve as director until the first annual meeting of stockholders or until his successor is elected and qualified is:

Roger A. Ramsey
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Henry L. Hirvela
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Thomas H. Van Weelden
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The number of directors constituting each subsequent Board of Directors of the Corporation shall be fixed by, or in the manner provided in, the Corporation's Bylaws. None of the directors need be a stockholder or a resident of the State of Delaware. Elections of directors need not be by written ballot unless the Corporation's Bylaws provide otherwise. Except as otherwise provided by law, the business and affairs of the Corporation shall be managed by, or under the direction of its Board of Directors. In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the DGCL or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized:

- A. To adopt amend, alter or repeal the Bylaws of the Corporation;
- B. To authorize and cause to be executed any mortgage, lien or pledge upon or of the real and personal property and assets of the Corporation;
- C. To declare and pay lawful dividends upon shares of the Corporation's capital stock in accordance with the DGCL, as it may hereafter be amended from time to time;
- D. To set apart out of any funds of the Corporation available for dividends, a reserve or reserves for any proper purpose and to reduce or abolish any such reserve in the manner in which it was created; and
- E. To adopt from time to time bylaw provisions with respect to indemnification of directors, officers, employees, agents and other persons as it shall deem expedient and in the best interests of the Corporation, to the extent permitted by law and not inconsistent with other provisions of this Certificate of Incorporation, as it may be amended from time to time.

ARTICLE X

INDEMNIFICATION

A. *Mandatory Indemnification.* Each person who at any time is or was a director or officer of the Corporation, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, whether the basis of a Proceeding is an alleged action in such person's official capacity or in another capacity while holding such office, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, or any other applicable law as may from time to time be in effect (but, in the case of any such amendment or enactment, only to the extent that such amendment or law permits the Corporation to provide broader indemnification rights than such law prior to such amendment or enactment permitted the Corporation to provide), against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with a Proceeding, and such indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation or a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise, and shall inure to the benefit of such person's heirs, executors and administrators. The Corporation's obligations under this Section A include, but are not limited to, the convening of any meeting, and the consideration of any matter thereby, required by statute in order to determine the eligibility of any person for indemnification.

B. *Prepayment of Expenses.* Expenses incurred by a director or officer of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding to the fullest extent permitted by, and only in compliance with, the DGCL or any other applicable laws as may from time to time be in effect, including, without limitation, any provision of the DGCL which requires, as a condition precedent to such expense advancement, the delivery, to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section A of this Article X or otherwise. Repayments of all amounts so advanced shall be upon such terms and conditions, if any, as the Corporation's Board of Directors deems appropriate.

C. *Vesting.* The Corporation's obligation to indemnify and to prepay expenses under Sections A and B of this Article X shall arise, and all rights granted to the Corporation's directors and officers hereunder shall vest, at the time of the occurrence of the transaction or event to which a Proceeding relates, or at the time that the action or conduct to which such Proceeding relates was first taken or engaged in (or omitted to be taken or engaged in), regardless of when such Proceeding is first threatened, commenced or completed. Notwithstanding any other provision of this Certificate of Incorporation or the Bylaws of the Corporation, no action taken by the Corporation either by amendment of this Certificate of Incorporation or the Bylaws of the Corporation or otherwise, shall

diminish or adversely affect any rights to indemnification or prepayment of expenses granted under Sections A and B of this Article X which shall have become vested as aforesaid prior to the date that such amendment or other corporate action is effective or taken, whichever is later.

D. *Enforcement.* If a claim under Section A or Section B or both Sections A and B of this Article X is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit in a court of competent jurisdiction against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such suit (other than a suit brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL or other applicable law to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. The failure of the Corporation (including its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such suit as to whether indemnification is proper in the circumstances based upon the applicable standard of conduct set forth in the DGCL or other applicable law shall neither be a defense to the action nor create a presumption that the claimant has not met the applicable standard of conduct. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his conduct was unlawful.

E. *Nonexclusive.* The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, bylaw, other provisions of this Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

F. *Permissive Indemnification.* The rights to indemnification and prepayment of expenses which are conferred to the Corporation's directors and officers by Sections A and B of this Article X may be conferred upon any employee or agent of the Corporation if, and to the extent, authorized by the Board of Directors.

G. *Insurance.* The Corporation shall have power to purchase and maintain insurance, at its expense on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, member, employee, trustee, agent or similar functionary of another domestic or foreign corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other for-profit or non-profit enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the provisions of this Article X, the Corporation's Bylaws, the DGCL or other applicable law.

H. *Implementing Arrangements.* Without limiting the power of the Corporation to procure or maintain insurance or other arrangement on behalf of any of the persons as described in paragraph G of this Article X, the Corporation may, for the benefit of persons eligible for indemnification by the Corporation, (1) create a trust fund, (2) establish any form of self-insurance, (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation, or (4) establish a letter of credit, guaranty or surety arrangement.

ARTICLE XI

LIMITED DIRECTOR LIABILITY

No director of the Corporation shall be personally liable to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this Article XI shall not eliminate or limit the liability of a director:

- (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders,
- (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- (3) under Section 174 of the DGCL, as it may hereafter be amended from time to time, for any unlawful payment of a dividend or unlawful stock purchase or redemption, or
- (4) for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. No amendment to or repeal of this Article XI will apply to, or have any effect on, the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of the director occurring prior to such amendment or repeal.

ARTICLE XII

AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and all rights conferred upon stockholders are granted subject to this reservation.

ARTICLE XIII
SECTION 203 ELECTION

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE XIV
INCORPORATOR

The name and mailing address of the incorporator is:

Steven M. Helm
15880 North Greenway-Loop
Suite 100
Scottsdale, Arizona 85260

[SIGNATURE PAGE FOLLOWS]

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this certificate, hereby declaring under the penalties of perjury that this is my act and deed and that the facts stated herein are true, and accordingly have hereunto set my hand this 17th day of December, 1997.

/s/ Steven M. Helm
Steven M. Helm



**Certificate
of Amendment**

**Canada Business
Corporations Act**

**Certificat
de modification**

**Loi canadienne sur
les sociétés par actions**

ALLIED WASTE HOLDINGS (CANADA) LTD.	329486-2
Name of corporation-Dénomination de la société	Corporation number-Numéro de la société
I hereby certify that the articles of the above-named corporation were amended	Je certifie que les statuts de la société susmentionnée ont été modifiés :
(a) under section 13 of the <i>Canada Business Corporations Act</i> in accordance with the attached notice;	<input type="radio"/> a) en vertu de l'article 13 de la <i>Loi canadienne sur les sociétés par actions</i> , conformément à l'avis ci-joint;
(b) under section 27 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of amendment designating a series of shares;	<input type="radio"/> b) en vertu de l'article 27 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
(c) under section 179 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of amendment;	<input checked="" type="checkbox"/> c) en vertu de l'article 179 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
(d) under section 191 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of reorganization.	<input type="radio"/> d) en vertu de l'article 191 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses de réorganisation ci-jointes.
 Director - Directeur	November 21, 1996/le 21 novembre 1996 Date of Amendment — Date de modification





Industry Canada
Canada Business
Corporations Act

Industrie Canada
Loi canadienne sur les
sociétés par actions

FORM 4
ARTICLES OF AMENDMENT
(SECTION 27 OR 177)

FORMULE'4
CLAUSES MODIFICATRICES
(ARTICLES 27 OU 177)

1 — Name corporation — Dénomination de la société
3294862 CANADA INC.

2 — Corporation number — Numéro de la société
3294862

3 — The articles of the above-named corporation are amended as follows:
to change the name of the Corporation to ALLIED WASTE HOLDINGS (CANADA) LTD.

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante:

Date	Signature		
D-J 20	M 11	Y-A 96	/s/ Nigel S. Wright Nigel S. Wright

Title – Titre

Director

FOR DEPARTMENTAL USE ONLY — À L'USAGE DU MINISTÈRE SEULEMENT
Filed — Déposé

Nov 21, 1996



Name of corporation
3294862 CANADA INC.

Dénomination de la société

2 — The place in Canada where the registered office is to be situated

Lieu au Canada où doit être situé le siège social

Municipality of Metropolitan Toronto in the Province of Ontario.

3 — The classes and any maximum number of shares that the corporation is authorized to issue

Catégories et tout nombre maximal d'actions que la société est autorisée à émettre

The Corporation is authorized to issue:

- (i) an unlimited number of shares to be designated as common shares; and
- (ii) an unlimited number of shares to be designated as Class A Preference shares, issuable in series.

The rights, privileges, restrictions and conditions attaching to the Class A Preference shares and common shares are set out in Schedule A hereto annexed which Schedule is incorporated in this form.

4 — Restrictions, if any, on share transfers

Restrictions sur le transfert des actions, s'il y a lieu

The annexed Schedule B is incorporated in this form.

5 — Number (or minimum and maximum number) of directors

Nombre (ou nombre minimal et maximal) d'administrateurs

Not less than 1 director and not more than 10 directors.

6 — Restrictions, if any, on business the corporation may carry on

Limites imposées à l'activité commerciale de la société, s'il y a lieu

None.

7 — Other provisions, if any

Autres dispositions, s'il y a lieu

The annexed Schedule C is incorporated in this form.

8 — Incorporators — Fondateurs

Name(s) — Nom(s)	Address (include postal code) Adresse (inclure la code postal)	Signature
Nigel S. Wright	82 Albany Avenue, Apt. 2 Toronto, Ontario M5R 3C3	/s/ Nigel S. Wright

SCHEDULE A

1. PROVISIONS ATTACHING TO THE CLASS A PREFERENCE SHARES

The Class A Preference shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

1.1 Directors' Authority to Issue in One or More Series

The board of directors of the Corporation may issue the Class A Preference shares at any time and from time to time in one or more series. Before the first shares of a particular series are issued, the board of directors of the Corporation shall fix the number of shares in such series and shall determine, subject to the limitations set out in the articles, the designation, rights, privileges, restrictions and conditions to be attached to the shares of such series including, without limitation, the rate or rates, amount or method or methods of calculation of dividends thereon, the time and place of payment of dividends, whether cumulative or non-cumulative or partially cumulative and whether such rate, amount or method of calculation shall be subject to change or adjustment in the future, the currency or currencies of payment of dividends, the consideration and the terms and conditions of any purchase for cancellation, retraction or redemption rights (if any), the conversion or exchange rights attached thereto (if any), the voting rights attached thereto (if any), and the terms and conditions of any share purchase plan or sinking fund with respect thereto. Before the issue of the first shares of a series, the board of directors of the Corporation shall send to the Director (as defined in the Canada Business Corporations Act) articles of amendment containing a description of such series including the designation, rights, privileges, restrictions and conditions determined by the board of directors of the Corporation.

1.2 Ranking of Class A Preference Shares

No rights, privileges, restrictions or conditions attached to a series of Class A Preference shares shall confer upon a series a priority in respect of dividends or return of capital over any other series of Class A Preference shares then outstanding. The Class A Preference shares shall be entitled to priority over the common shares of the Corporation and over any other shares of the Corporation ranking junior to the Class A Preference shares with respect to priority in the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs. If any cumulative dividends or amounts payable on a return of capital in respect of a series of Class A Preference shares are not paid in full, the Class A Preference shares of all series shall participate rateably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of any repayment of capital in accordance with the sums that would be payable on such repayment of capital if all sums so payable were paid in full; provided, however, that in the event of there

being insufficient assets to satisfy in full all such claims to dividends and return of capital, the claims of the holders of the Class A Preference shares with respect to repayment of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment and satisfaction of claims in respect of dividends. The Class A Preference shares of any series may also be given such other preferences, not inconsistent with sections 1.1 to 1.4 hereof, over the common shares and over any other shares ranking junior to the Class A Preference shares as may be determined in the case of such series of Class A Preference shares.

1.3 Voting Rights

Except as hereinafter referred to or as otherwise required by law or in accordance with any voting rights which may from time to time be attached to any series of Class A Preference shares, the holders of the Class A Preference shares as a class shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation.

1.4 Approval of Holders of Class A Preference shares

The rights, privileges, restrictions and conditions attaching to the Class A Preference shares as a class may be added to, changed or removed but only with the approval of the holders of the Class A Preference shares given as hereinafter specified.

The approval of the holders of Class A Preference shares to add to, change or remove any right, privilege, restriction or condition attaching to the Class A Preference shares as a class or to any other matter requiring the consent of the holders of the Class A Preference shares as a class may be given in such manner as may then be required by law, subject to a minimum requirement that such approval shall be given by resolution passed by the affirmative vote of at least two-thirds of the votes cast at a meeting of the holders of Class A Preference shares duly called for that purpose. The formalities to be observed in respect of the giving of notice of any such meeting or any adjourned meeting and the conduct thereof shall be those from time to time required by the Canada Business Corporations Act (as from time to time amended, varied or replaced) and prescribed in the by-laws of the Corporation with respect to meetings of shareholders. On every poll taken at a meeting of holders of Class A Preference shares as a class, each holder entitled to vote thereat shall have one vote in respect of each Class A share held by him.

2. PROVISIONS ATTACHING TO COMMON SHARES

The common shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

2.1 Dividends

Subject to the prior rights of the holders of the Class A Preference shares and any other shares ranking senior to the common shares with respect to priority in the payment of dividends, the holders of common shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, in such amount and in such form as the board of directors of the Corporation may from time to time determine, and all dividends which the board of directors of the Corporation may declare on the common shares shall be declared and paid in equal amounts per share on all common shares at the time outstanding.

2.2 Dissolution

In the event of the dissolution, liquidation or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the Class A Preference shares and any other shares ranking senior to the common shares with respect to priority in the distribution of assets upon dissolution, liquidation, winding-up or distribution for the purpose of winding-up, the holders of the common shares shall be entitled to receive the remaining property and assets of the Corporation.

2.3 Voting Rights

The holders of the common shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall have one vote for each common share held at all meetings of the shareholders of the Corporation, except meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

This is Schedule B referred to in the foregoing articles of incorporation.

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of the Corporation without either

- (a) the express sanction of the holders of more than 50% of the common shares of the Corporation for the time being outstanding expressed by a resolution passed at a meeting of the shareholders or by an instrument or instruments in writing signed by the holders of more than 50% of such shares, or
 - (b) the express sanction of the directors of the Corporation expressed by a resolution passed by the votes of a majority of the directors of the Corporation at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors.
-

This is Schedule C referred to in the foregoing articles of incorporation.

1. The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, 2 or more persons who are the joint registered owners of 1 or more shares being counted as 1 shareholder.
2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.
3. The board of directors of the Corporation may, without authorization of the shareholders of the Corporation, from time to time, in such amounts and on such terms as it deems expedient:
 - (a) borrow money upon the credit of the Corporation;
 - (b) issue, reissue, sell or pledge debt obligations of the Corporation;
 - (c) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - (d) charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any of the currently owned or subsequently acquired property and assets of the Corporation, including, without limiting the generality of the foregoing, real and personal property, movable and immovable property, tangible and intangible assets, book debts, rights, powers, franchise and undertaking, to secure any obligation of the Corporation.

The board of directors may from time to time by resolution delegate to a committee of directors or to one or more of the directors or officers of the Corporation all or any of the powers hereby conferred upon the board to such extent and in such manner as the board shall determine at the time of each such delegation. Nothing in this section shall limit or restrict the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

4. The number of directors of the Corporation shall be determined from time to time as follows:
 - (a) where directors are to be elected at a meeting of shareholders, the number shall be determined by resolution of the board of directors and set out in the notice calling the meeting of shareholders; and
 - (b) where directors are to be elected by way of a written resolution of shareholders, the number shall be set out in the resolution;

provided that the number of directors may not be less than the minimum number nor more than the maximum number of directors set out in the articles.

**AMENDED AND RESTATED BYLAWS
OF
ALLIED WASTE HOLDINGS (CANADA) LTD.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article H or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or

any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the

Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The

Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no

indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper

in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**ARTICLES OF INCORPORATION
OF
ALLIED WASTE INDUSTRIES (ARIZONA), INC.**

The undersigned natural persons of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Arizona adopt the following Articles of Incorporation:

ARTICLE ONE

NAME

The name of the corporation is Allied Waste Industries (Arizona), Inc.

ARTICLE TWO

PURPOSE

The purpose for which the corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of Arizona.

ARTICLE THREE

INITIAL BUSINESS

The corporation initially intends to engage in the transportation and collection of non-hazardous solid wastes.

ARTICLE FOUR

AUTHORIZED SHARES

The corporation has authority to issue 1,000 common shares, \$.01 par value per share. The board of directors may divide any or all classes into series, and may fix and determine the designations, preferences, privileges and voting powers, and the restrictions and qualifications thereof, of the shares of such series so established.

ARTICLE FIVE
STATUTORY AGENT

The name and address of the initial statutory agent is L and R Service Co., 40 North Central Avenue, Suite 1500, Phoenix, Arizona 85004.

ARTICLE SIX
BOARD OF DIRECTORS

Three directors shall constitute the initial board of directors. The initial directors and their addresses are:

Daniel J. Ivan
6575 West Loop South
Suite 250
Bellaire, Texas 77401

Hereafter, the Bylaws shall establish the number of directors.

ARTICLE SEVEN
INCORPORATORS

The incorporators of the corporation and their addresses are:

Robert v. W. Zipp
Porter & Clements
700 Louisiana, Suite 3500
P.O. Box 4744
Houston, Texas 77210-4744

Shelby R. Fike
Porter & Clements
700 Louisiana, Suite 3500
P.O. Box 4744
Houston, Texas 77210-4744

ARTICLE EIGHT
INDEMNIFICATION

The corporation shall indemnify each person identified in subsection C of A.R.S. § 10-005, to the fullest extent permissible (a) under the provisions of A.R.S. § 10-005, (b) under the indemnification provisions of any successor or amended statute, (c) as provided in the Bylaws of the corporation; or (d) by any agreement adopted pursuant to the provisions of A.R.S. § 10-005.

ARTICLE NINE

DIRECTOR LIABILITY

A director of this corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. This article shall not eliminate or limit the liability of a director for any conduct described in clauses (a) through (e) of section 10-054.A.9, Arizona Revised Statutes. If the Arizona Corporation Law is amended to authorize further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Corporation Law as so amended. Any repeal or modification of this article shall not increase the liability of a director of the corporation arising out of acts or omissions occurring before the repeal or modification becomes effective.

ARTICLE TEN

DISTRIBUTIONS FROM CAPITAL SURPLUS

The board of directors may, from time to time, distribute a portion of the assets of the corporation to its shareholders out of the capital surplus of the corporation, in cash or property.

ARTICLE ELEVEN

REPURCHASE OF SHARES

The board of directors may cause the corporation to purchase its own shares to the extent of the unreserved and unrestricted earned and capital surplus of the corporation.

IN WITNESS WHEREOF, these articles have been signed this 25th day of September, 1991.

/s/ Robert v. W. Zipp
Robert v. W. Zipp, Incorporator

/s/ Shelby R. Fike
Shelby R. Fike, Incorporate

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1200 West Washington
Phoenix, Arizona 85007

Tucson Address: 402 West Congress
Tucson, Arizona 85701

CERTIFICATE OF DISCLOSURE
A.R.S. Sections 10-128 & 10-1064

PLEASE SEE REVERSE SIDE

ALLIED WASTE INDUSTRIES (ARIZONA), INC.
EXACT CORPORATE NAME

CHECKX APPROPRIATE BOX(ES) A or B
ANSWER "C"

THE UNDERSIGNED CERTIFY THAT:

- A. No persons serving either by elections or appointment as officers, directors, incorporators and persons controlling, or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:
1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
 2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraining the trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
 3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate where such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction.
- B. For any person or persons who have been or are subject to one or more of the statements in Items A.1 through A.3 above, the following information MUST be attached:
1. Full name and prior name(s) used.
 2. Full birth name.
 3. Present home address.
 4. Prior addresses (for immediate preceding 7-year period).
 5. Date and location of birth.
 6. Social Security number.
 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

STATEMENT OF BANKRUPTCY, RECEIVERSHIP OR REVOCATION
A.R.S. Sections 10-128.01 and 10-1083

- C. Has any person serving (a) either by election or appointment as an officer, director, trustee or incorporator of the corporation or, (b) major stockholder possessing or controlling any proprietary, beneficial or membership interest in the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked? YES NO

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency involved and the file or cause number of the case.

Under penalties of law, the undersigned incorporators/Officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete.

BY /s/ Robert v. W. Zipp DATE 9/24/91
TITLE INCORPORATE

BY _____ DATE _____
TITLE _____

BY /s/ Shelby R. Fike DATE 9/24/91
TITLE INCORPORATE

BY _____ DATE _____
TITLE _____

FISCAL DATE: September 24, 1991

BYLAWS
OF
ALLIED WASTE INDUSTRIES (ARIZONA), INC.

ARTICLE 1

Offices

Section 1.1 The principal business office of the Corporation shall be, until changed by the Board of Directors, at 6575 West Loop South, Suite 250, Bellaire, Texas 77401. The Corporation may also have offices and branch offices at such other places within and without the State of Arizona as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Arizona as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held the 30th day in the month of September in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special Meetings of the shareholders may be called at any time by the Board of Directors or the shareholders.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed

delivered when mailed to the shareholder at his address as it appears on the stock transfer books of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual or special meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder or record entitled to vote at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the president or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business on the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. At each election for directors, every shareholder entitled to vote at such election shall have the right to vote the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of such candidates.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which applicable law requires, as a condition to the validity of a proxy, that it provide that it is condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock, of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of an administrator, executor, guardian or conservator may be voted by such fiduciary, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee, other than a trustee in bankruptcy, may be voted by him, either in person or by proxy, but no such trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of no more than eight members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation, or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors must be filled by an unanimous vote of directors and shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors, which majority shall consist of at least one director/representative of the sole shareholder of the corporation, shall constitute a quorum for the transaction of business unless a greater number is required by the articles of incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the meeting may be reconvened at any place within or without the State of Arizona, as may be designated by the directors

adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Arizona as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meetings. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of the shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail and at least 48 hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least 24 hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting of the board of directors may be taken without a meeting if

consents in writing, setting forth the action so taken, are signed by all of the directors. Such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by unanimous approval of the Board of Directors and the shareholders, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed, with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the articles of incorporation or these bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation, but no such committee shall have the authority of the board of directors in reference to the following matters:

- (a) The submission to shareholders pursuant to the requirement of this chapter of any action that requires shareholders' authorization and approval under this chapter.
- (b) The filling of vacancies on the board of directors or in any committee of the board of directors.
- (c) The amendment or repeal of the bylaws, or the adoption of new bylaws.

(d) The fixing of compensation of directors for serving on the board or on any committee of the board of directors.

The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Arizona) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretaries, Assistant Treasurers, and other assistant

officers as the Board of Directors and shareholders may from time to time elect. If more than one Vice President be elected, the Board of Directors and shareholders may determine the seniority of each of said Vice Presidents. Any two or more offices may be held by the same individual, except the offices of President and Secretary.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors and the shareholders at their first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors and the shareholders. The Board of Directors and the shareholders may elect other officers at any meeting. Any such other officers shall hold office at the pleasure of the Board of Directors and the shareholders. Unanimous approval of the Board of Directors and all shareholders is required for election of an officer.

Section 7.3 Removal. Any officer elected by the Board of Directors and shareholders may be removed by the Board of Directors and the shareholders whenever in their judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract. Removal of an officer requires unanimous approval of the Board of Directors and all shareholders.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, and all shareholders, may, by a unanimous vote, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors and the shareholders, or such officer as they may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors and the shareholders, by unanimous vote may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors and the shareholders.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from

time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation. The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation thereat and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine, and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

He shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President, or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer books of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors and the shareholders. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors and the shareholders may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors and shareholders in accordance with the Articles of Incorporation and the General and Business Corporation Law of Arizona. Unanimous approval of the Board of Directors and the shareholders is required for the issuance of shares of capital stock of the Corporation.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or

registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors and shareholders of the Corporation may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation. Unanimous approval of the Board of Directors and the shareholders is required in order to declare dividends under this section.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Arizona." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Any person who shall have been a holder of record of shares or of voting trust beneficial interest therefor at least six months immediately preceding his demand or shall be the holder of record of, or the holder of record of voting trust beneficial interest for, at least 5% of all the outstanding shares of the Corporation, upon written demand stating the purpose thereof, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose its relevant books and records of accounts, minutes and record of shareholders and to make copies of or extracts therefrom.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or repealed in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as it reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Industries (Arizona), Inc., an Arizona corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.
IN WITNESS WHEREOF, the undersigned have executed this consent as of the 27th day of September, 1991.

DIRECTORS:

Roger A. Ramsey

Daniel J. Ivan

Richard F. Verinder

ALLIED WASTE INDUSTRIES (ARIZONA), INC.
CONSENT OF SHAREHOLDERS
IN LIEU OF SPECIAL MEETING

Pursuant to the authority contained in Section 10-145 of the Arizona General Corporation Law, the undersigned, being the sole shareholder of Allied Waste Industries (Arizona), Inc., an Arizona corporation (the "Corporation"), hereby waives meeting and notice of meeting and hereby consents to the following, such consent to have the same force and effect as if adopted at a duly called meeting of the shareholders:

ELECTION OF DIRECTORS

WHEREAS, the undersigned, in its capacity as the sole shareholder of the Corporation desires to appoint the following persons as the duly constituted board of directors of the Corporation and to remove and replace the current board of directors.

NOW, THEREFORE, BE IT RESOLVED, that to the extent that any provisions of the bylaws of the Corporation or any resolutions of the Corporation do not allow for or contemplate the removal and election of directors by written consent of the shareholders in lieu of a meeting of the shareholders, and to the extent that such provisions or resolutions require or contemplate the giving of notice of the removal of directors or otherwise specify a procedure for the removal and election of the directors inconsistent with this consent, such provisions or resolutions be and hereby are rescinded and amended and restated as follows:

"The shareholders of the Corporation may remove and elect directors, with or without cause, without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders not less than one-half of the issued and outstanding shares entitled to vote on the election of directors and shall be delivered to the Corporation."

RESOLVED FURTHER, that to the extent that any of the current directors of the Corporation are not elected to serve as the directors of the Corporation in the penultimate paragraph hereof, such persons be and hereby are removed as directors of the Corporation effective as of the date hereof;

RESOLVED FURTHER, that to the extent that any provisions of the bylaws of the Corporation or any resolutions of the Corporation provide for fewer or more than three directors, such provisions or resolutions be and hereby are rescinded and amended and restated as follows:

"The number of directors that shall constitute the whole board of directors of the Corporation shall be three or that number specified in a subsequent resolution of the shareholders or the board of directors of the Corporation."

RESOLVED FURTHER, that, effective as of the date hereof, the following persons be and hereby are elected to serve as the directors of the Corporation until the next annual meeting of the shareholders or until their successors are duly elected and qualified:

Daniel J. Ivan
Thomas Van Weelden
Larry D. Henk.

RATIFICATION OF PREVIOUS ACTS

NOW, THEREFORE, BE IT RESOLVED, that any lawful act heretofore taken by the directors or the appropriate officers on behalf of the Corporation since the last meeting of the shareholders of the Corporation be and hereby is approved, adopted, ratified and confirmed as the valid and binding act of the Corporation.

EXECUTED effective as of the 30th day of March, 1995.

ALLIED WASTE INDUSTRIES, INC.

By: /s/ Thomas Van Weelden
Thomas Van Weelden, President

**ARTICLES OF INCORPORATION
OF
ALLIED WASTE INDUSTRIES (NEW MEXICO), INC.
(NAME OF CORPORATION)**

The undersigned, acting as incorporator(s) to form a corporation under the New Mexico Business Corporation Act (53-11-1 to 53-18-12 NMSA 1978), adopts the following Articles of incorporation for such corporation:

FIRST: The corporate name of the corporation is Allied Waste Industries (New Mexico), Inc.

SECOND: The period its duration is perpetual.

THIRD: The purpose of purpose for which the corporation is organized are:

- (1) To operate a solid waste management company; and
- (2) To engage in other lawful business activities as directed by the Board of Directors.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is:
(ATTACH SCHEDULE, IF NEEDED)

NUMBER		
1,000	Common	No Par Value

FIFTH: Any provision limiting or denying to shareholders the preemptive right to acquire unissued or treasury shares, or securities convertible into such shares or carrying a right to subscribe to or to acquire shares is:

The Shareholders of common stock shall have the preemptive right to acquire unissued or treasury shares, or securities convertible into such shares or carrying a right to subscribe to or to acquire shares.

(N. M. — 1794)

SIXTH: The name of its initial registered agent and the street address and city of the initial registered office in New Mexico are:

NAME

C T CORPORATION SYSTEM
119 EAST MARCY
Santa Fe, New Mexico 87501

ADDRESS
(Post Office Box unacceptable unless geographical location is given)

SEVENTH: The number of directors constituting the initial board of directors is 3 and the names and addresses of the persons who have consented to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify are:

NAME	ADDRESS
Thomas H. VanWeelden	7201 East Camelback Road, Suite #375 Scottsdale, Arizona 85251
Daniel J. Ivan	7201 East Camelback Road, Suite #375 Scottsdale, Arizona 85251
Larry D. Henk	7201 East Camelback Road, Suite #375 Scottsdale, Arizona 85251

EIGHTH: The name and address of each incorporator is:

NAME	ADDRESS
Maria E. Beele, Legal Assistant	Allied Waste Industries, Inc. 935 West 175th Street, Suite #200 Homewood, Illinois 60430

DATED: May 16, 1995

/s/ Maria E. Beele

Signature of Incorporator(s)

(FILE DUPLICATE ORIGINALS)

(N. M. — 1794)

BYLAWS OF
ALLIED WASTE INDUSTRIES (NEW MEXICO) INC.

1. ARTICLE I — MEETINGS OF SHAREHOLDERS

1.1 **Annual Meetings.** Annual meetings of the shareholders of Allied Waste Industries (New Mexico), Inc., (the “Corporation”) shall be held at such date, time and place, within or without the State of New Mexico, as shall be designated by the Board of Directors.

1.2 **Special Meetings.** Special meetings of the shareholders of the Corporation may be called at any time by the Board of Directors or the President and shall be called by the Board of Directors if the Secretary receives written, dated and signed demands for a special meeting, describing in reasonable detail the purpose or purposes for which it is to be held, from the holders of shares representing at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. If the Secretary receives one or more proper written demands for a special meeting of shareholders, the Board of Directors may set a record date for determining shareholders entitled to make such demand. The Board of Directors or the President, as the case may be, calling a special meeting of shareholders shall set the date, time and place of such meeting which may be held within or without the State of New Mexico.

1.3 **Notices.** A written notice, stating the date, time and place of any meeting of the shareholders and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation, to each shareholder of record of the Corporation entitled to notice of or to vote at such meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting, or as otherwise provided by the Corporation Law. In the event of a special meeting of shareholders required to be called as a result of a demand therefor made by shareholders, such notice shall be given no later than the sixtieth day after the Corporation’s receipt of the demand requiring the meeting to be called. Notice of shareholders’ meetings, if mailed, shall be mailed, postage prepaid, to each shareholder at his address shown in the Corporation’s current record of shareholders.

A shareholder or his proxy may at any time waive notice of a meeting if the waiver is in writing and is delivered to the Corporation for inclusion in the minutes or filing with the Corporation’s records. A shareholder’s attendance at a meeting, whether in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder

or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless that shareholder or his proxy objects to considering the matter when it is presented. Each shareholder who has in the manner described above waived notice or objection to notice of the shareholder's meeting shall be conclusively presumed to have been given due notice of such meeting (including the purpose or purposes thereof if such shareholder in the manner described above waived objection to the consideration of a particular matter).

If an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment, unless a new record date is or must be established for the adjourned meeting.

1.4 Participation by Conference Telephone. Any or all shareholders may participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all Shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by such means shall be deemed to be present in person at the meeting.

1.5 Written Consents. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if the action is taken by all shareholders. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 1.5 is effective when the last shareholder signs the consent, unless the consent specifies a different, prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 1.5 has the effect of a meeting vote and may be described as such in any document.

1.6 Voting. Except as otherwise provided by the Corporation Law or the Corporation's Articles of Incorporation, each capital share of any class of the Corporation that is outstanding at the record date and represented in person or by proxy at the annual or special meeting shall entitle the record holder thereof or his proxy, to one vote on each matter voted on at the meeting.

1.7 Quorum. Unless the Corporation's Articles of Incorporation or the Corporation Law provide otherwise, at all meetings of shareholders a majority of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a

quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum exists; provided, however, that any meeting of shareholders, including annual and special meetings and any adjournments thereof, may be adjourned to a later date although less than a quorum is present. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any meeting held pursuant to an adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

1.8 Vote Required to Take Action. If a quorum exists as to a matter to be considered at a meeting of shareholders, action on such matter (other than the election of Directors) is approved if the votes properly cast favoring the action exceed the votes properly cast opposing the action, unless the Corporation's Articles of Incorporation or the Corporation Law requires a greater number of affirmative votes. Directors shall be elected by a plurality of the votes properly cast.

1.9 Record Date. Only such persons shall be entitled to notice of or to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation as of record date as the Board of Directors shall determine, which date may not be earlier than the date seventy days immediately preceding the meeting unless otherwise permitted by the Corporation Law. In the absence of such determination, the record date shall be the fiftieth day immediately preceding the date of such meeting. Unless otherwise provided by the Board of Directors, shareholders shall be determined as of the close of business on the record date.

1.10 Proxies. A shareholder may vote his shares either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder (including authorizing the proxy to receive or to waive notice of any shareholders' meetings within the effective period of such proxy) by signing an appointment form, either personally or by the shareholder's attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes and is effective for eleven (11) months unless a different period is expressly provided in the appointment form. The proxy's authority may be limited to a particular meeting or may be general and authorize the proxy to represent the shareholder at any meeting of shareholders held within the time provided in the appointment form. Subject to the Corporation Law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the

Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

2. ARTICLE 2 — DIRECTORS.

2.1 Number and Term; Authority. The business of the Corporation shall be managed by a Board of Directors consisting of at least one Director and no more than five Directors. The exact number of Directors of the Corporation shall be fixed by the Board of Directors within the range established by the preceding sentence, and may be changed within that range from time to time by the Board of Directors. Each Director shall be elected for a term of office to expire at the annual meeting of shareholders next following his election. The Director shall continue to serve until his successor is elected and qualified, or until the earlier of his death, resignation, disqualification or removal by shareholders, or until there is a decrease in the number of Directors; provided, however, that a Director cannot be removed by such decrease unless in connection with an election of Directors by Shareholders.

The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board or a Committee established by the Board and granted authority to bind the Corporation.

2.2 Quorum and Vote Required to Take Action. A majority of the whole Board of Directors (the size of which shall be determined in accordance with the latest action of the Board of Directors fixing the number of Directors) shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors, unless the act of a greater number is required by the Corporation Law, the Corporation's Articles of Incorporation or these Bylaws.

2.3 Annual and Regular Meetings. The Board of Directors shall meet annually, without notice, on the same day as the annual meeting of the shareholders, for the purpose of transacting such business as properly may come before the meeting. Other regular meetings of the Board of Directors, in addition to said annual meeting, shall be held on such dates, at such times and at such places as shall be fixed by resolution adopted by the Board of Directors or otherwise communicated to the Directors. The Board of Directors may at any time alter the date for the next annual meeting of the Board of Directors.

2.4 Special Meetings. Special meetings of the Board of Directors may be called by the President or any member of the Board of Directors upon not less than twenty-four (24) hours' notice given to each Director of the date, time and place of the meeting, which notice need not specify the purpose or purposes of the special meeting. Such notice may be communicated in person (either in writing or orally), by telephone, telegraph, teletype or other form of wire or wireless communication or by mail and shall be effective at the earlier of the time of its receipt or, if mailed, five (5) days after its mailing. Notice of any meeting of the Board may be waived in writing at any time if the waiver is signed by the Director entitled to the notice and is filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.5 Written Consents. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.5 is effective when the last Director signs the consent, unless the consent specifies a different, prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 2.5 has the effect of a meeting vote and may be described as such in any document.

2.6 Participation by Conference Telephone. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

2.7 Committees.

2.7.a The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them, by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have one or more members, and all the members of a committee shall serve at the pleasure of the Board of Directors.

2.7.b To the extent specified by the Board of Directors in the resolutions creating a committee, each committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

2.7.b(i) authorize dividends or other distributions as defined by the Corporate Law, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors;

2.7.b(ii) approve or propose to shareholders action that is required to be approved by shareholders;

2.7.b(iii) fill vacancies on the Board of Directors or on any of its committees;

2.7.b(iv) amend the Corporation's Articles of Incorporation;

2.7.b(v) adopt, amend, repeal or waive any provision of these Bylaws; or

2.7.b(vi) approve a plan of merger not requiring shareholder approval.

2.7.c Except to the extent inconsistent with the resolutions creating a committee, Sections 2.1 through 2.6 of these Bylaws, which govern meetings, actions without meetings, notices and waivers of notice, quorum and voting requirements and telephone participation in meetings of the Board of Directors, shall apply to the committee and its members.

3. ARTICLE 3 — OFFICERS.

3.1 Designation, Selection and Terms. The officers of the Corporation shall consist of the President and Secretary. The officers of the Corporation shall be elected by the Board of Directors. The Board of Directors may also elect a Treasurer, Vice Presidents, Assistant Secretaries and such other officers or assistant officers as it may from time to time determine by resolution creating the office and defining the duties thereof. In defining the duties of officers, the Board of Directors may designate a chief executive officer a chief operating officer, a chief administrative officer, a chief financial officer, a chief accounting officer or similar functional titles. Officers need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person. The election

or appointment of an officer does not itself create contract rights.

3.2 Removal. The Board of Directors may remove any officer at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board of Directors.

3.3 President. The President shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

3.4 Secretary. The Secretary shall be the custodian of the books, papers and records of the Corporation and of its corporate seal, if any, and shall be responsible for seeing that the Corporation maintains the records required by the Corporation Law (other than accounting records) and that the Corporation files with the State Corporation Commission of New Mexico the annual report required by the Corporation Law. The Secretary shall be responsible for preparing minutes of the meetings of the shareholders and of the Board of Directors and for authenticating records of the Corporation and he shall perform all of the other duties customary to the officer of the Secretary of the Corporation.

4. ARTICLE 4 — Indemnification of Officers, Directors and Other Eligible Persons.

4.1 General. To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him in connection with or resulting from any Claim:

4.1.a If such Eligible Person is Wholly Successful with respect to the Claim; or

4.1.b If not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 4.3(a) or 4.3(b) of this Article 4, to have:

4.1.b(i) conducted himself in good faith; and

4.1.b(ii) reasonably believed:

4.1.b(ii)(1) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and

4.1.b(ii)(2) in all other cases, that his conduct was at least not opposed to the best interest of the Corporation; and

4.1.b(iii) in the case of any criminal proceeding either:

4.1.b(iii)(1) had reasonable cause to believe his conduct was lawful; or

4.1.b(iii)(2) had no reasonable cause to believe his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 4.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Corporation or at least not opposed to its best interest if the Eligible Person reasonably believed he was acting in conformity with the requirements of such Act or he reasonably believed his actions to be in the interest of the participants in or beneficiaries of the plan.

4.2 Definitions.

4.2.a The term "Claim" as used in this Article 4 shall include every pending, threatened or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise : (i) by reason of his being or having been an Eligible Person; or (ii) by reason of any action taken or not taken by him in his capacity as an Eligible Person, whether or not he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

4.2.b The term "Eligible Person" as used in this Article 4 shall mean every person (and the estate, heirs and personal representatives of such person) who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, agent or fiduciary of another foreign or domestic corporation, partnership, joint venture,

trust, employee benefit plan or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of the Corporation if his duties to the Corporation also imposed duties on, or otherwise involved services by him to the plan or to participants in or beneficiaries of the plan.

4.2.c The terms "Liability" and "Expense" as used in this Article 4 shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of and Eligible Person.

4.2.d The term "Wholly Successful" as used in this Article 4 shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him; (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim; or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

4.3 Procedure.

4.3.a Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 4.3.a, that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 4.1. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained; then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim; and if such a committee cannot be constituted; then (iii) by the shareholders (but shares owned by or voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no shareholders who are entitled to vote pursuant to the requirements of paragraph (iii); then (iv) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to

be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

4.3.b If an Eligible Person claiming indemnification pursuant to Section 4.3.a of this Article 4 is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Corporation and giving the Corporation ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 4.1 of this Article 4. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

4.4 Nonexclusive Rights. The right of indemnification provided in this Article 4 shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article 4, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions; and (b) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such Liability.

4.5 Expenses. Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

4.5.a The Eligible Person furnishes the Corporation a written affirmation of his good faith belief that he has met the standards of conduct specified in Section 4.1.b.

4.5.b The Eligible Person furnishes the Corporation a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 4.1.b.

4.5.c The Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

4.6 Contract. The provisions of this Article 4 shall be deemed to be a contract between the Corporation and each Eligible Person and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment or modification of this Article 4 that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

4.7 Effective Date. The provisions of this Article 4 shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

5. ARTICLE 5 — CHECKS. All checks, drafts or other orders for payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and included in the minute book of the Corporation.

6. ARTICLE 6 — LOANS. Such of the officers of the Corporation as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Corporation shall have the power with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral and to execute such notices, bonds, debentures or other evidences of indebtedness and such mortgages, trust indentures and other instruments in connection therewith, as may be authorized from time to time by such Board of Directors.

7. ARTICLE 7 — EXECUTION OF DOCUMENTS. The President or any officer designated by the President may, in the Corporation's name, sign all deeds, leases, contracts or similar documents that may be authorized by the Board of Directors unless execution is otherwise provided for, required or directed by the Board of Directors, the corporation's Articles of Incorporation, the Corporation Law or other law.

8. ARTICLE 8 — SHARES.

8.1 Execution. Certificates for capital shares of the Corporation shall be signed by the President and the Secretary or two officers designated from time to time by the Board of Directors and the seal of the Corporation (or a facsimile thereof), if any, may be thereto affixed. Where any such certificate is also signed by a transfer agent or a registrar, or both, the signatures of the officers of the Corporation may be facsimiles. The Corporation may issue and deliver any such certificate notwithstanding that any such officer who shall have signed, or whose facsimile signature shall have been imprinted on, such certificate shall have ceased to be such officer.

8.2 Contents. Each certificate shall state on its face the name of the Corporation and that it is organized under the laws of the State of New Mexico, the name of the person to whom it is issued and the number and class and the designation of the series, if any, of shares the certificate represents and, whenever the corporation is authorized to issue more than one class of shares or different series within a class, each certificate issued after the effectiveness of such authorization shall further state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences and limitations applicable to each class and series and the authority of the Board of Directors to determine variations in rights, preferences and limitations for future series.

8.3 Transfers. Except as otherwise provided by law or by resolution of the Board of Directors, transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder thereof in person or by duly authorized attorney, on payment of all taxes thereon and surrender for cancellation of the certificate or certificates for such shares (except as hereinafter provided in the case of loss, destruction or mutilation of certificates) properly endorsed by the holder thereof or accompanied by the proper evidence of succession, assignment or authority to transfer and delivered to the Secretary or an Assistant Secretary.

8.4 Share Transfer Records. There shall be entered upon the share record of the Corporation the number of each certificate issued; the name and address of the registered holder of such certificate; the number, kind and class or series of shares represented by such certificate; the date of issue; whether the shares are originally issued or transferred; the registered holder from whom transferred; and such other information as is commonly required to be shown by such records. The share records of the Corporation shall be kept at its principal office, unless the

Corporation appoints a transfer agent or registrar, in which case the Corporation shall keep at its principal office a complete and accurate shareholders' list giving the name and addresses of all shareholders and the number and class of shares held by each. If a transfer agent is appointed by the Corporation, shareholders shall give written notice of any changes in their addresses from time to time the transfer agent.

8.5 Transfer Agents and Registrars. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each share certificate to bear the signature of either or both.

8.6 Loss, Destruction or Mutilation of Certificate. The holder of any of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause to be issued to him a new certificate or certificates of shares upon the surrender of the mutilated certificate or, in the case of loss or destruction, upon satisfactory proof of such loss or destruction. The Board of Directors may, in its discretion, require the holder of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and in such form, and with such surety or sureties as it may direct, to indemnify the Corporation, its transfer agents and its registrars, if any, against any claim that may be made against them or any of them with respect to the shares represented by the certificate or certificates alleged to have been lost or destroyed, but the Board of Directors may, in its discretion, refuse to issue a new certificate or certificates, save upon the order of a court having jurisdiction in such matters.

8.7 Form of Certificates. The form of the certificates for shares of the Corporation shall conform to the requirements of Section 8.2 of these Bylaws and be in such printed form as shall from time to time be approved by resolution of the Board of Directors.

9. ARTICLE 9 — SEAL. The corporate seal of the Corporation shall, if the Corporation elects to have one, be in the form of a disc, with the name of the Corporation on the periphery thereof and the word "SEAL" in the center.

10. ARTICLE 10 — MISCELLANEOUS.

10.1 Corporation Law. The provisions of the Corporation Law, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these Bylaws are

hereby, by reference, incorporated in and made a part of these Bylaws. The term "Corporation Law" as used in these Bylaws means the New Mexico Business Corporation Law, as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part the Corporation Law.

10.2 Definition of Articles of Incorporation. The term "Articles of Incorporation" as used in these Bylaws means the Articles of Incorporation of the Corporation, as amended and restated from time to time.

10.3 Amendments. These Bylaws may be rescinded, changed or amended and provisions hereof may be waived, at any annual, regular or special meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors then in office, except as otherwise required by the Corporation's Articles of Incorporation or by the Corporation Law.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned being all of the directors of Allied Waste Industries (New Mexico), Inc., a New Mexico corporation (the "Corporation") do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 26th day of June, 1995.

DIRECTORS:

/s/ Thomas H. VanWeelden
Thomas H. VanWeelden

/s/ Daniel J. Ivan
Daniel J. Ivan

/s/ Larry D. Henk
Larry D. Henk

EXPEDITED
AZ CORP. COMMISSION
FILED

EXPEDITED
AZ CORP. COMMISSION
DELIVERED

MAR 29 3 51 PII '95

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APPR [ILLEGIBLE]
DATE 3-29-95
TERM _____
DATE _____

FILED BY _____
TERM [ILLEGIBLE]
DATE [ILLEGIBLE]

ARTICLES OF INCORPORATION
OF
ALLIED WASTE INDUSTRIES (SOUTHWEST)

ARTICLE I

The name of the corporation is Allied Waste Industries (Southwest), Inc. (the "Corporation").

ARTICLE II

The Corporation is to have perpetual existence.

ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as amended from time to time, and further to do such things as may be incident to, and necessary or appropriate to effect, any and all of such purposes.

ARTICLE IV

The Corporation initially intends to conduct municipal solid waste collection, transportation and disposal businesses and all businesses related there to.

ARTICLE V

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

ARTICLE VI

The name and address of its initial Statutory Agent, bona fide resident of the State of Arizona for three years is: CT Corporation System, 3225 North Central Avenue, Phoenix, Arizona 85012.

ARTICLE VII

The number of directors consisting the initial board of directors is two (2) . The number of the members of subsequent boards of directors shall be fixed by, or in the manner provided in the Bylaws of the Corporation. The names and addresses of the persons who will serve as directors until the first meeting of shareholders or until their success are elected and qualified are:

Thomas H. VanWeelden 7201 East Camelback Road
Suite #375
Scottsdale, Arizona 85251

Daniel J. Ivan 7201 East Camelback Road
Suite #375
Scottsdale, Arizona 85251

ARTICLE VIII

The name and address of the incorporators are: Larry D. Henk, 7201 East Camelback Road, Suite #375, Scottsdale, Arizona 85251; H. Steven Uthoff, 7201 East Camelback Road, Suite #375, Scottsdale, Arizona 85251; and Thomas K. Kehoe, 935 West 175th Street, Suite #200, Homewood, Illinois 60430.

/s/ Larry D. Henk
Larry D. Henk, Vice President, Incorporator

/s/ H. Steven Uthoff
H. Steven Uthoff, Treasurer, Incorporator

/s/ Thomas K. Kehoe
Thomas K. Kehoe, Secretary, Incorporator

Dated this 8th day of February, 1995.

CT Corporation System, having been designated to as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

CT Corporation System

By /s/ Cindy L. Parrinello
Its special asst. secy.

**BYLAWS OF
ALLIED WASTE INDUSTRIES (SOUTHWEST), INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at Thunderbird Executive Park, 7585 East Redfield Road, Suite #106, Scottsdale, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of Arizona as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Arizona as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Arizona, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Arizona as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Arizona) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Arizona Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Arizona." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Industries (Southwest), Inc., an Arizona corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 29th day of March, 1995.

DIRECTORS

/s/ Thomas H. VanWeelden

Thomas H. VanWeelden

/s/ Daniel J. Ivan

Daniel J. Ivan

**ARTICLES OF INCORPORATION
OF
ALLIED WASTE INDUSTRIES OF GEORGIA, INC.**

I.

The name of the corporation is ALLIED WASTE INDUSTRIES OF GEORGIA, INC.

II.

The number of shares the corporation is authorized to issue is 1,000.

III.

The street address of the initial registered office of the corporation is c/o C T CORPORATION SYSTEM, 1201 Peachtree St., N.E., Atlanta, Fulton County, GA 30361 and the initial registered agent of the corporation at such address is C T CORPORATION SYSTEM.

IV.

The name and address of each incorporator is:

Patricia Vandercar, 208 South LaSalle Street, Chicago, Illinois 60604 Kathleen Rake, 208 South LaSalle Street, Chicago, Illinois 60604

V.

The mailing address of the initial principal office of the corporation is 4696 South Cobb Drive, Smyrna, Georgia 30080.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ Patricia Vandercar

Patricia Vandercar

/s/ Kathleen Rake

Kathleen Rake

**BYLAWS OF
ALLIED WASTE INDUSTRIES OF GEORGIA, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 4696 South Cobb Drive, Smyrna, Georgia 30080. The Corporation may also have offices and branch offices at such other places within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Georgia as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Georgia or in the city or county in the State of Georgia in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of April in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed

to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Georgia, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Georgia as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Georgia or in the city or county in the State of Georgia in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Georgia) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Georgia Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Georgia." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Industries of Georgia, Inc., a Georgia corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 1st day of April, 1995.

DIRECTORS:

/s/ Thomas H. VanWeelden

Thomas H. VanWeelden

/s/ Daniel J. Ivan

Daniel J. Ivan

/s/ Larry D. Henk

Larry D. Henk

5. *OPTIONAL*: (a) Number of directors constituting the initial board of directors of the corporation: _____

(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address

6. *OPTIONAL*:
- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 - (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 - (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 - (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. *OPTIONAL: OTHER PROVISIONS*
Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated September 22, 1993.

Signature and Name	Address
1. <u>/s/ Thomas K. Kehoe</u> <i>Signature</i> <u>Thomas K. Kehoe</u> (Type or Print Name)	1. <u>935 W. 175th Street, #200</u> <i>Street</i> <u>Homewood, Illinois</u> <u>60430</u> <i>City/Town</i> <i>State</i> <i>Zip Code</i>
2. _____ <i>Signature</i> _____ (Type or Print Name)	2. _____ <i>Street</i> _____ <i>City/Town</i> <i>State</i> <i>Zip Code</i>
3. _____ <i>Signature</i> _____ (Type or Print Name)	3. _____ <i>Street</i> _____ <i>City/Town</i> <i>State</i> <i>Zip Code</i>

(Signatures must be in ink on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.) NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is **\$100**.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.

Illinois Secretary of State
Department of Business Services

Springfield, IL 62756
Telephone (217) 782-9522
782-9523

**BYLAWS OF
ALLIED WASTE INDUSTRIES OF ILLINOIS, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 1279 North Bataan Road, Dixon, Illinois 61021. The Corporation may also have offices and branch offices at such other places within and without the State of Illinois as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Illinois as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Illinois or in the city or county in the State of Illinois in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed

to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Illinois, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Illinois as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Illinois or in the city or county in the State of Illinois in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Illinois) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be severed by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Illinois Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Illinois." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Industries of Illinois, Inc., an Illinois corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 27th day of September, 1993.

SOLE SHAREHOLDER: Allied Waste Industries, Inc.

By /s/ Thomas H. VanWeelden

Its _____

**APPROVED
AND
FILED
SECRETARY OF STATE OF INDIANA**



ARTICLES OF INCORPORATION
State Form 4159 (R9 / 9-93)
Approved by State Board of Accounts 1992

Provided by: JOSEPH H. HOGSETT
Secretary of State
Corporations Division
302 W. Washington St., Rm E108
Indianapolis, Indiana 46204
Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE \$90.00

INSTRUCTIONS: Use 8 1/2 x 11 inch white paper for inserts.
Filing requirements — Present original and one copy to the address in the upper right corner of this form.

ARTICLES OF INCORPORATION OF

(Indicate the appropriate act)

The undersigned desiring to form a corporation (herein after referred to as "Corporation") pursuant to the provisions of:

Indiana Business Corporation Law o Indiana Professional Corporation Act 1983

As amended, executes the following Articles of Incorporation:

ARTICLE I NAME

Name of Corporation:

ALLIED WASTE INDUSTRIES OF NORTHWEST INDIANA, INC.

(The name must contain the word "Corporation," "Incorporated," "Limited," "Company" or an abbreviation of one of those words.)

ARTICLE II REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

C T CORPORATION SYSTEM

Address of Registered Office (Street or building)

ONE NORTH CAPITOL AVENUE

City

INDIANAPOLIS

State

Indiana

Zip code

46204

Principal Office: The post office address of the principal office of the Corporation is:

Post Office address

City

State

Zip code

ARTICLE III AUTHORIZED SHARES

Number of shares: 1,000, No Par Value

If there is more than one class of shares, shares with rights and preferences, list such information on "Exhibit A"

ARTICLE IV INCORPORATORS

(The name(s) and address(es) of the incorporator(s) of the corporation)

NAME	NUMBER and STREET OR BUILDING	CITY	STATE	ZIP CODE
Susan M. Carter	208 S. LaSalle St	Chicago	IL	60604
Mary Janiszewski	208 S. LaSalle St	Chicago	IL	60604
Janice Rockey	208 S. LaSalle St.	Chicago	IL	60604

In Witness Whereof, the undersigned being all the incorporators of said corporation executes these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true,

this 27th day of September, 1994

Signature

/s/ Susan M. Carter

Printed Name

Susan M. Carter

Signature

/s/ Mary Janiszewski

Printed Name

Mary Janiszewski

Signature

/s/ Janice Rockey

Printed Name

Janice Rockey

This instrument was prepared by (name)

Susan M. Carter

Address (number, street, city and state)

208 S. LaSalle Street, Chicago, IL

Zip Code

60604

BYLAWS OF

ALLIED WASTE INDUSTRIES OF NORTHWEST INDIANA, INC.1. ARTICLE I — MEETINGS OF SHAREHOLDERS

1.1 **Annual Meetings.** Annual meetings of the shareholders of Allied Waste Industries of Northwest Indiana, Inc., (the "Corporation") shall be held at such date, time and place, within or without the State of Indiana, as shall be designated by the Board of Directors.

1.2 **Special Meetings.** Special meetings of the shareholders of the Corporation may be called at any time by the Board of Directors or the President and shall be called by the Board of Directors if the Secretary receives written, dated and signed demands for a special meeting, describing in reasonable detail the purpose or purposes for which it is to be held, from the holders of shares representing at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. If the Secretary receives one or more proper written demands for a special meeting of shareholders, the Board of Directors may set a record date for determining shareholders entitled to make such demand. The Board of Directors or the President, as the case may be, calling a special meeting of shareholders shall set the date, time and place of such meeting which may be held within or without the State of Indiana.

1.3 **Notices.** A written notice, stating the date, time and place of any meeting of the shareholders and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation, to each shareholder of record of the Corporation entitled to notice of or to vote at such meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting, or as otherwise provided by the Corporation Law. In the event of a special meeting of shareholders required to be called as a result of a demand therefor made by shareholders, such notice shall be given no later than the sixtieth day after the Corporation's receipt of the demand requiring the meeting to be called. Notice of shareholders' meetings, if mailed, shall be mailed, postage prepaid, to each shareholder at his address shown in the Corporation's current record of shareholders.

A shareholder or his proxy may at any time waive notice of a meeting if the waiver is in writing and is delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. A shareholder's attendance at a meeting, whether in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder

or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless that shareholder or his proxy objects to considering the matter when it is presented. Each shareholder who has in the manner described above waived notice or objection to notice of the shareholder's meeting shall be conclusively presumed to have been given due notice of such meeting (including the purpose or purposes thereof if such shareholder in the manner described above waived objection to the consideration of a particular matter).

If an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment, unless a new record date is or must be established for the adjourned meeting.

1.4 Participation by Conference Telephone. Any or all shareholders may participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all Shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by such means shall be deemed to be present in person at the meeting.

1.5 Written Consents. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if the action is taken by all shareholders. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 1.5 is effective when the last shareholder signs the consent, unless the consent specifies a different, prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 1.5 has the effect of a meeting vote and may be described as such in any document.

1.6 Voting. Except as otherwise provided by the Corporation Law or the Corporation's Articles of Incorporation, each capital share of any class of the Corporation that is outstanding at the record date and represented in person or by proxy at the annual or special meeting shall entitle the record holder thereof or his proxy, to one vote on each matter voted on at the meeting.

1.7 Quorum. Unless the Corporation's Articles of Incorporation or the Corporation Law provide otherwise, at all meetings of shareholders a majority of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a

quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum exists; provided, however, that any meeting of shareholders, including annual and special meetings and any adjournments thereof, may be adjourned to a later date although less than a quorum is present. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any meeting held pursuant to an adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

1.8 Vote Required to Take Action. If a quorum exists as to a matter to be considered at a meeting of shareholders, action on such matter (other than the election of Directors) is approved if the votes properly cast favoring the action exceed the votes properly cast opposing the action, unless the Corporation's Articles of Incorporation or the Corporation Law requires a greater number of affirmative votes. Directors shall be elected by a plurality of the votes properly cast.

1.9 Record Date. Only such persons shall be entitled to notice of or to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation as of record date as the Board of Directors shall determine, which date may not be earlier than the date seventy days immediately preceding the meeting unless otherwise permitted by the Corporation Law. In the absence of such determination, the record date shall be the fiftieth day immediately preceding the date of such meeting. Unless otherwise provided by the Board of Directors, shareholders shall be determined as of the close of business on the record date.

1.10 Proxies. A shareholder may vote his shares either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder (including authorizing the proxy to receive or to waive notice of any shareholders' meetings within the effective period of such proxy) by signing an appointment form, either personally or by the shareholder's attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes and is effective for eleven (11) months unless a different period is expressly provided in the appointment form. The proxy's authority may be limited to a particular meeting or may be general and authorize the proxy to represent the shareholder at any meeting of shareholders held within the time provided in the appointment form. Subject to the Corporation Law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the

Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

2. ARTICLE 2 — DIRECTORS.

2.1 Number and Term; Authority. The business of the Corporation shall be managed by a Board of Directors consisting of at least one Director and no more than five Directors. The exact number of Directors of the Corporation shall be fixed by the Board of Directors within the range established by the preceding sentence, and may be changed within that range from time to time by the Board of Directors. Each Director shall be elected for a term of office to expire at the annual meeting of shareholders next following his election. The Director shall continue to serve until his successor is elected and qualified, or until the earlier of his death, resignation, disqualification or removal by shareholders, or until there is a decrease in the number of Directors; provided, however, that a Director cannot be removed by such decrease unless in connection with an election of Directors by Shareholders.

The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board or a Committee established by the Board and granted authority to bind the Corporation.

2.2 Quorum and Vote Required to Take Action. A majority of the whole Board of Directors (the size of which shall be determined in accordance with the latest action of the Board of Directors fixing the number of Directors) shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors, unless the act of a greater number is required by the Corporation Law, the Corporation's Articles of Incorporation or these Bylaws.

2.3 Annual and Regular Meetings. The Board of Directors shall meet annually, without notice, on the same day as the annual meeting of the shareholders, for the purpose of transacting such business as properly may come before the meeting. Other regular meetings of the Board of Directors, in addition to said annual meeting, shall be held on such dates, at such times and at such places as shall be fixed by resolution adopted by the Board of Directors or otherwise communicated to the Directors. The Board of Directors may at any time alter the date for the next annual meeting of the Board of Directors.

2.4 Special Meetings. Special meetings of the Board of Directors may be called by the President or any member of the Board

of Directors upon not less than twenty-four (24) hours' notice given to each Director of the date, time and place of the meeting, which notice need not specify the purpose or purposes of the special meeting. Such notice may be communicated in person (either in writing or orally), by telephone, telegraph, teletype or other form of wire or wireless communication or by mail and shall be effective at the earlier of the time of its receipt or, if mailed, five (5) days after its mailing. Notice of any meeting of the Board may be waived in writing at any time if the waiver is signed by the Director entitled to the notice and is filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.5 Written Consents. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.5 is effective when the last Director signs the consent, unless the consent specifies a different, prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 2.5 has the effect of a meeting vote and may be described as such in any document.

2.6 Participation by Conference Telephone. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

2.7 Committees.

2.7.a The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them, by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have one or more members, and all the members of a committee shall serve at the pleasure of the Board of Directors.

2.7.b To the extent specified by the Board of Directors in the resolutions creating a committee, each

committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

2.7.b(i) authorize dividends or other distributions as defined by the Corporate Law, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors;

2.7.b(ii) approve or propose to shareholders action that is required to be approved by shareholders;

2.7.b(iii) fill vacancies on the Board of Directors or on any of its committees;

2.7.b(iv) amend the Corporation's Articles of Incorporation;

2.7.b(v) adopt, amend, repeal or waive any provision of these Bylaws; or

2.7.b(vi) approve a plan of merger not requiring shareholder approval.

2.7.c Except to the extent inconsistent with the resolutions creating a committee, Sections 2.1 through 2.6 of these Bylaws, which govern meetings, actions without meetings, notices and waivers of notice, quorum and voting requirements and telephone participation in meetings of the Board of Directors, shall apply to the committee and its members.

3. ARTICLE 3 — OFFICERS.

3.1 Designation, Selection and Terms. The officers of the Corporation shall consist of the President and Secretary. The officers of the Corporation shall be elected by the Board of Directors. The Board of Directors may also elect a Treasurer, Vice Presidents, Assistant Secretaries and such other officers or assistant officers as it may from time to time determine by resolution creating the office and defining the duties thereof. In defining the duties of officers, the Board of Directors may designate a chief executive officer a chief operating officer, a chief administrative officer, a chief financial officer, a chief accounting officer or similar functional titles. Officers need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person. The election or appointment of an officer does not itself create contract rights.

3.2 Removal. The Board of Directors may remove any officer at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board of Directors.

3.3 President. The President shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

3.4 Secretary. The Secretary shall be the custodian of the books, papers and records of the Corporation and of its corporate seal, if any, and shall be responsible for seeing that the Corporation maintains the records required by the Corporation Law (other than accounting records) and that the Corporation files with the Indiana Secretary of State the annual report required by the Corporation Law. The Secretary shall be responsible for preparing minutes of the meetings of the shareholders and of the Board of Directors and for authenticating records of the Corporation and he shall perform all of the other duties customary to the officer of the Secretary of the Corporation.

4. ARTICLE 4 — Indemnification of Officers, Directors and Other Eligible Persons.

4.1 General. To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him in connection with or resulting from any Claim:

4.1.a If such Eligible Person is Wholly Successful with respect to the Claim; or

4.1.b If not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 4.3(a) or 4.3(b) of this Article 4, to have:

4.1.b(i) conducted himself in good faith; and

4.1.b(ii) reasonably believed:

4.1.b(ii)(1) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and

4.1.b(ii)(2) in all other cases, that his conduct was at least not opposed to the best interest of the Corporation; and

4.1.b(iii) in the case of any criminal proceeding either:

4.1.b(iii)(1) had reasonable cause to believe his conduct was lawful; or

4.1.b(iii)(2) had no reasonable cause to believe his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 4.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Corporation or at least not opposed to its best interest if the Eligible Person reasonably believed he was acting in conformity with the requirements of such Act or he reasonably believed his actions to be in the interest of the participants in or beneficiaries of the plan.

4.2 Definitions.

4.2. a The term "Claim" as used in this Article 4 shall include every pending, threatened or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise : (i) by reason of his being or having been an Eligible Person; or (ii) by reason of any action taken or not taken by him in his capacity as an Eligible Person, whether or not he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

4.2.b The term "Eligible Person" as used in this Article 4 shall mean every person (and the estate, heirs and personal representatives of such person) who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, agent or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of the Corporation if his duties to the

Corporation also imposed duties on, or otherwise involved services by him to the plan or to participants in or beneficiaries of the plan.

4.2.c The terms "Liability" and "Expense" as used in this Article 4 shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of and Eligible Person.

4.2.d The term "Wholly Successful" as used in this Article 4 shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him; (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim; or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

4.3 Procedure

4.3.a Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 4.3.a, that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 4.1. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained; then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim; and if such a committee cannot be constituted; then (iii) by the shareholders (but shares owned by or voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no shareholders who are entitled to vote pursuant to the requirements of paragraph (iii); then (iv) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by

special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

4.3.b If an Eligible Person claiming indemnification pursuant to Section 4.3.a of this Article 4 is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Corporation and giving the Corporation ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 4.1 of this Article 4. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

4.4 Nonexclusive Rights. The right of indemnification provided in this Article 4 shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article 4, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions; and (b) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such Liability.

4.5 Expenses. Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

4.5.a The Eligible Person furnishes the Corporation a written affirmation of his good faith belief that he has met the standards of conduct specified in Section 4.1.b.

4.5.b The Eligible Person furnishes the Corporation a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately

determined that the Eligible Person did not meet the standards of conduct specified in Section 4.1.b.

4.5.c The Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

4.6 Contract. The provisions of this Article 4 shall be deemed to be a contract between the Corporation and each Eligible Person and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment or modification of this Article 4 that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

4.7 Effective Date. The provisions of this Article 4 shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

5. ARTICLE 5 — CHECKS. All checks, drafts or other orders for payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and included in the minute book of the Corporation.

6. ARTICLE 6 — LOANS. Such of the officers of the Corporation as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Corporation shall have the power with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral and to execute such notices, bonds, debentures or other evidences of indebtedness and such mortgages, trust indentures and other instruments in connection therewith, as may be authorized from time to time by such Board of Directors.

7. ARTICLE 7 — EXECUTION OF DOCUMENTS. The President or any officer designated by the President may, in the Corporation's name, sign all deeds, leases, contracts or similar documents that may be authorized by the Board of Directors unless execution is otherwise provided for, required or directed by the Board of Directors, the corporation's Articles of Incorporation, the Corporation Law or other law.

8. ARTICLE 8 — SHARES.

8.1 Execution. Certificates for capital shares of the Corporation shall be signed by the President and the Secretary or two officers designated from time to time by the Board of Directors and the seal of the Corporation (or a facsimile thereof), if any, may be thereto affixed. Where any such certificate is also signed by a transfer agent or a registrar, or both, the signatures of the officers of the Corporation may be facsimiles. The Corporation may issue and deliver any such certificate notwithstanding that any such officer who shall have signed, or whose facsimile signature shall have been imprinted on, such certificate shall have ceased to be such officer.

8.2 Contents. Each certificate shall state on its face the name of the Corporation and that it is organized under the laws of the State of Indiana, the name of the person to whom it is issued and the number and class and the designation of the series, if any, of shares the certificate represents and, whenever the corporation is authorized to issue more than one class of shares or different series within a class, each certificate issued after the effectiveness of such authorization shall further state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences and limitations applicable to each class and series and the authority of the Board of Directors to determine variations in rights, preferences and limitations for future series.

8.3 Transfers. Except as otherwise provided by law or by resolution of the Board of Directors, transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder thereof in person or by duly authorized attorney, on payment of all taxes thereon and surrender for cancellation of the certificate or certificates for such shares (except as hereinafter provided in the case of loss, destruction or mutilation of certificates) properly endorsed by the holder thereof or accompanied by the proper evidence of succession, assignment or authority to transfer and delivered to the Secretary or an Assistant Secretary.

8.4 Share Transfer Records. There shall be entered upon the share record of the Corporation the number of each certificate issued; the name and address of the registered holder of such certificate; the number, kind and class or series of shares represented by such certificate; the date of issue; whether the shares are originally issued or transferred; the registered holder from whom transferred; and such other information as is commonly required to be shown by such records. The share records of the Corporation shall be kept at its principal office, unless the

Corporation appoints a transfer agent or registrar, in which case the Corporation shall keep at its principal office a complete and accurate shareholders' list giving the name and addresses of all shareholders and the number and class of shares held by each. If a transfer agent is appointed by the Corporation, shareholders shall give written notice of any changes in their addresses from time to time the transfer agent.

8.5 Transfer Agents and Registrars. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each share certificate to bear the signature of either or both.

8.6 Loss, Destruction or Mutilation of Certificate. The holder of any of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause to be issued to him a new certificate or certificates of shares upon the surrender of the mutilated certificate or, in the case of loss or destruction, upon satisfactory proof of such loss or destruction. The Board of Directors may, in its discretion, require the holder of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and in such form, and with such surety or sureties as it may direct, to indemnify the Corporation, its transfer agents and its registrars, if any, against any claim that may be made against them or any of them with respect to the shares represented by the certificate or certificates alleged to have been lost or destroyed, but the Board of Directors may, in its discretion, refuse to issue a new certificate or certificates, save upon the order of a court having jurisdiction in such matters.

8.7 Form of Certificates. The form of the certificates for shares of the Corporation shall conform to the requirements of Section 8.2 of these Bylaws and be in such printed form as shall from time to time be approved by resolution of the Board of Directors.

9. ARTICLE 9 — SEAL. The corporate seal of the Corporation shall, if the Corporation elects to have one, be in the form of a disc, with the name of the Corporation on the periphery thereof and the word "SEAL" in the center.

10. ARTICLE 10 — MISCELLANEOUS.

10.1 Corporation Law. The provisions of the Corporation Law, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these Bylaws are

hereby, by reference, incorporated in and made a part of these Bylaws. The term "Corporation Law" as used in these Bylaws means the Indiana Business Corporation Law, as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part the Corporation Law.

10.2 Definition of Articles of Incorporation. The term "Articles of Incorporation" as used in these Bylaws means the Articles of Incorporation of the Corporation, as amended and restated from time to time.

10.3 Amendments. These Bylaws may be rescinded, changed or amended and provisions hereof may be waived, at any annual, regular or special meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors then in office, except as otherwise required by the Corporation's Articles of Incorporation or by the Corporation Law.

10.4 Business Combination Chapter Inapplicable. In accordance with Indiana Code 23-1-43-22(2), the provisions of Chapter 43 of the Indiana Business Corporation Law do not apply to this Corporation.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned being all of the directors of Allied Waste Industries of Northwest Indiana, Inc., an Indiana corporation (the "Corporation") do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 28th day of September, 1994.

DIRECTORS:

/s/ Thomas H. Vanweelden

Thomas H. Vanweelden

/s/ Daniel J. Ivan

Daniel J. Ivan

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CHARTER
OF
ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.

The undersigned person(s) under the Tennessee Business Corporation Act adopt(s) the following charter for the above listed corporation:

1. The name of the corporation is ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.

[NOTE: Pursuant to Tennessee Code Annotated Section 48-14-101(a)(1), each corporation name must contain the word "corporation", "incorporated", "company" or "limited" or the abbreviation "corp", "inc.", "co." or "Ltd.,"]

2. The number of shares of stock the corporation is authorized to issue is
1,000 shares of Common Stock at No Par Value

3. (a) The complete address of the corporation's initial registered office in Tennessee is c/o C T CORPORATION

SYSTEM; 530 Gay Street,	Knoxville,	Tennessee 37902
Street Address	City	State, Zip Code
County of Knox		

[NOTE: A street address and a zip code are both required by Tennessee Code Annotated Section 48-12-102(a)(3).]

(b) The name of the initial registered agent, to be located at the address listed in 3(a), is

C T CORPORATION SYSTEM

4. The name and complete address of each incorporator is:

Bart Arnold	214 Old Hickory Blvd., #199, Nashville, TN	37221
Name	Address	Zip Code
Name	Address	Zip Code
Name	Address	Zip Code

[NOTE: An address and zip code are both required by Tennessee Code Annotated Section 48-12-102(a)(4).]

5. The complete address of the corporation's principal office is:

7201 East Camelback Rd., Ste. 375, Scottsdale, AZ 85251			
Street Address	City	State/Country	Zip Code

[NOTE: A street address and a zip code are both required by Tennessee Code Annotated Section 48-12-102(a)(5).]

6. The corporation is for profit.

7. Other provisions:

[NOTE: Insert here any provision(s) desired and permitted by law. Examples: names and addresses of persons serving as the initial board of directors, business purpose(s) of the corporation, management or regulation of affairs of the corporation, provision limiting the personal liability of directors for monetary damages for breach of fiduciary duty, etc. See Tennessee Code Annotated Section 48-12-102(b).]

10/20, 1994
Signature Date

/s/ Bart Arnold
Incorporator's Signature

Bart Arnold, Incorporator
Incorporator's Name (typed or printed)

**BYLAWS OF
ALLIED WASTE INDUSTRIES OF TENNESSEE, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona 85251. The Corporation may also have offices and branch offices at such other places within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Tennessee as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Tennessee or in the city or county in the State of Tennessee in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Tennessee, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Tennessee as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Tennessee or in the city or county in the State of Tennessee in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Tennessee) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Tennessee Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Tennessee." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste Industries of Tennessee, Inc. a Tennessee corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 20th day of October, 1994.

DIRECTORS:

/s/ Thomas H. VanWeelden

Thomas H. VanWeelden

/s/ Daniel J. Ivan

Daniel J. Ivan

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:47 PM 03/18/2009
FILED 08:36 PM 03/18/2009
SRV 090281313 — 2202248 FILE

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE INDUSTRIES, INC.**

Allied Waste Industries, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The corporation's present name is Allied Waste Industries, Inc. The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was July 14, 1989.

SECOND: This Amended and Restated Certificate of Incorporation has been duly adopted pursuant to and in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

THIRD: The Certificate of Incorporation of the corporation is hereby amended and restated so as to read in its entirety as follows:

1. The name of the corporation is Allied Waste Industries, Inc. (the "Corporation").
 2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
 3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
 4. The Corporation shall have authority to issue one (1) share of common stock, par value \$0.01 per share.
 5. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 6. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
 7. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.
 8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to
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the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

9. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

* * * *

IN WITNESS WHEREOF, Allied Waste Industries, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by the undersigned duly authorized officer this 18th day of March, 2009.

ALLIED WASTE INDUSTRIES, INC.

By: /s/ Jo Lynn White
Jo Lynn White
Vice President and Asst. Secretary

**AMENDED AND RESTATED BYLAWS
OF
ALLIED WASTE INDUSTRIES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative

vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case

may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are

disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might

have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be

given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of

the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any

regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the

Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected

with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE LANDFILL HOLDINGS, INC.**

1. The name of the Corporation is Allied Waste Landfill Holdings, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

Thomas H. Van Weelden
Henry L. Hirvela
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
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Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 4th day of June, 1997.

/s/ Steven M. Helm
Steven M. Helm, Incorporator

**BYLAWS
OF
ALLIED WASTE LANDFILL HOLDINGS, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting

stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or

participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the

President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require

and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing,

signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at

the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified

against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if

it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF ORGANIZATION
OF
ALLIED WASTE NIAGARA FALLS LANDFILL, LLC
(Under Section 203 of the Limited Liability Company Law)

- FIRST: The name of the limited liability company is:
Allied Waste Niagara Falls Landfill, LLC
- SECOND: The county within this state in which the office of the limited liability company is to be located is Niagara County.
- THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is: C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.
- FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: C T CORPORATION SYSTEM, 111 Eighth Avenue, New York, New York 10011.

Dated this 1st day of May, 2006.

/s/ Jo Lynn White
Jo Lynn White
Organizer

**OPERATING AGREEMENT OF
ALLIED WASTE NIAGARA FALLS LANDFILL, LLC**

This Operating Agreement is executed as of May 2, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Niagara Falls Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under New York law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New York shall be CT Corporation System, 111 Eighth Avenue, New York, New York, County of New York. The registered office may be changed to any other place within the State of New York upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New York are CT Corporation System, 111 Eighth Avenue, New York, New York. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New York, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New York. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the New York Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the New York Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 New York Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the New York Limited Liability Company Law, as set forth in New York Consolidated Laws § 31.101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

CERTIFICATE OF INCORPORATION
of
ALLIED HOLDINGS (UNITED STATES), INC.

ARTICLE I
Name

The name of the corporation is Allied Holdings (United States), Inc.

ARTICLE II
Registered Office and Registered Agent

The registered office of the Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III
Corporate Purposes

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

ARTICLE IV
Capital Stock

The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 1,000 shares, all of which shall be Common Stock of the par value of \$0.01 per share.

ARTICLE V
Corporate Existence

The Corporation is to have perpetual existence.

ARTICLE VI
Bylaws Amendments

The Board of Directors is expressly authorized to adopt, alter, amend or repeal the bylaws of the Corporation or to adopt new bylaws.

ARTICLE VII
Indemnification of Directors, Officers and Others

Section 1. Indemnification by Corporation. (a) Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent (including trustee) of another corporation, partnership, joint venture, trust or other enterprise, expressly including service as a director, officer or in a similar position with any exchange, board of trade, clearing corporation or similar institution on which the Corporation or any other corporation a majority of the stock of which is owned directly or indirectly by the Corporation had membership privileges at the relevant time during which any such position was held, shall be indemnified by the Corporation (funds paid or required to be paid to any person as a result of the provisions of this Article shall be returned to the Corporation or reduced, as the case may be, to the extent that such person receives funds pursuant to an indemnification from any such other corporation or organization) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any such person who could be indemnified pursuant to the preceding sentence except for the fact that the subject action or suit is or was by or in the right of the Corporation shall be indemnified by the Corporation against expenses (including attorneys' fees) actually or reasonably incurred by him in connection with the defense or settlement of such action or suit, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of Chancery or such other court shall deem proper.

(b) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) of this Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably

incurred by him in connection therewith without the necessity of any action being taken by the Corporation other than the determination, in good faith, that such defense has been successful. In all other cases wherein such indemnification is provided by this Article, unless ordered by a court, indemnification shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct specified in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the holders of a majority of the shares of capital stock of the Corporation entitled to vote thereon.

(c) The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person seeking indemnification did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Entry of a judgment by consent as part of a settlement shall not be deemed a final adjudication of liability for negligence or misconduct in the performance of duty, nor of any other issue or matter.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by the director, officer, employee or agent involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation.

(e) The indemnification hereby provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 2. Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in the action, the Corporation may purchase and maintain insurance, in such amounts as the Board of Directors deems appropriate, on behalf of any Person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent (including trustee) of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation shall have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII
Limited Director Liability

No director of the Corporation shall be personally liable to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this Article VIII shall not eliminate or limit the liability of a director:

- (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders,
- (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- (3) under Section 174 of the DGCL, as it may hereafter be amended from time to time, for any unlawful payment of a dividend or unlawful stock purchase or redemption, or
- (4) for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. No amendment to or repeal of this Article VIII will apply to, or have any effect on, the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of the director occurring prior to such amendment or repeal.

ARTICLE IX
Initial Directors

The powers of the incorporator will terminate upon the filing of this Certificate. The names and mailing addresses of the initial directors is:

<u>Name</u>	<u>Mailing Address</u>
Roger A. Ramsey	7201 East Camelback Road, Suite 375 Scottsdale, Arizona 85251

CERTIFICATE OF AMENDMENT
OF
ALLIED HOLDINGS (UNITED STATES), INC.

Pursuant to Section 241 of the General Corporation Law of the State of Delaware (the "DGCL"), Allied Holdings (United States), Inc. (the "Corporation"), a corporation organized and existing under the DGCL, does hereby certify that:

1. The Corporation has not received payment for any of its stock; and
2. The amendment to the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") set forth below has been duly adopted in accordance with the provisions of Section 241 of the DGCL.

The Certificate of Incorporation is hereby amended such that Article I reads as follows in its entirety:

The name of the corporation is Allied Waste North America, Inc.

The undersigned, sole Director of the Corporation, executes this Certificate of Amendment as of November 1, 1996.

/s/ Roger A. Ramsey
Roger A. Ramsey

**BYLAWS
OF
ALLIED WASTE NORTH AMERICA, INC.**
(a Delaware Corporation)

as of
November 1, 1996

**ARTICLE I
OFFICES**

Section 1. Principal Office. The principal office of Allied Waste North America, Inc. (the "Corporation") will be at 7201 East Camelback Road, Suite 375, Scottsdale, Arizona 85251.

Section 2. Other Offices. The Corporation may also have offices at such other places within or without the State of Delaware as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. All meetings of the stockholders will be held at the principal office of the Corporation, or at such other place within or without the State of Delaware as may be determined by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. An annual meeting of Stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time; provided that each successive annual meeting shall be held on a date within 13 months after the date of the preceding annual meeting. Any other proper business may be transacted at the annual meeting.

Section 3. Notice of Annual Meeting. Written or printed notice of the annual meeting, stating the place, day and hour thereof, will be served upon or mailed to each stockholder entitled to vote thereat at such address as appears on the books of the Corporation, not less than ten days nor more than sixty days before the date of the meeting.

Section 4. Special Meeting. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or the Certificate of Incorporation, may be called by the president, the chairman of the board of directors or by not less than a quorum of the board of directors, and shall be called by the president or secretary at the request in writing of stockholders owning not less than one-half of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at such meeting. Such request will state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting of stockholders, stating the place, day and hour and purpose or purposes thereof, will be served upon or mailed to each stockholder entitled to vote thereat at such address as appears on the books of the Corporation, not less than ten days nor more than sixty days before the date of the meeting.

Section 6. Business at Special Meeting. Business transacted at all special meetings will be confined to the purpose or purposes stated in the notice.

Section 7. Stockholder List. At least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, will be prepared by the secretary. Such list, for a period of ten days prior to such meeting, will be kept on file at the registered office of the Corporation and will be subject to inspection by any stockholder at any time during usual business hours. Such list will also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting.

Section 8. Quorum. The holders of at least one-half of the shares of capital stock issued and outstanding and entitled to vote thereat, represented in person or by proxy, will constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws. If, however, such quorum is not present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum is later represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the shares having voting power represented in person or by proxy will decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision will govern and control the decision of such question.

Section 10. Proxies. At any meeting of the stockholders every stockholder having the right to vote will be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder or his duly authorized attorney in fact and bearing a date not more than eleven months prior to said meeting.

Section 11. Voting. Unless otherwise provided by statute, the Certificate of Incorporation or these Bylaws, each stockholder will have one vote for each share of stock having voting power, registered in his name on the books of the Corporation.

Section 12. Action by Written Consent. Any action which the Certificate of Incorporation or these Bylaws requires or permits to be taken at a meeting of stockholders may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of stockholders whose votes would be sufficient to authorize or take such action and who are entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Corporation will be managed by a board of directors. The board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, by the Certificate of Incorporation or these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. Number of Directors. The number of directors which constitute the whole board will be no less than one and no more than five, as such number shall be determined by resolution of the board of directors from time to time; provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. As of the date of the initial adoption of these Bylaws, the number of directors constituting the board of directors shall be three.

Section 3. Election and Term. Directors, other than the first board of directors, will be elected at the annual meeting of the stockholders, and each director will be elected to serve until the next annual meeting and until his successor is elected and qualified. Directors need not be stockholders.

Section 4. Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy will be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by majority vote of the board of directors or by election at an annual meeting or at a special meeting of stockholders called for that purpose. Provided, however, if such vacancy resulting from an increase in the number of directors is filled by the directors, then such board position must stand for reelection at the next annual meeting of stockholders and, provided further, that no more than two such newly-created vacancies may be filled by the directors in any interim period between meeting of stockholders.

Section 5. Resignation; Removal. Any director may resign at any time. The board of directors may, by majority vote of the directors then in office, remove a director for cause. The stockholders entitled to vote in the election of directors may remove a director with or without cause.

ARTICLE IV
MEETINGS OF THE BOARD

Section 1. First Meeting. Each newly elected board of directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders, and no notice of such meeting shall be necessary; or the board may meet at such place and time as is fixed by the consent in writing of all the directors.

Section 2. Regular Meetings. Regular meetings of the board may be held at such time and place either within or without the State of Delaware and with such notice or without notice as is determined from time to time by the board.

Section 3. Special Meetings. Special meetings of the board may be called by the president or the chairman of the board of directors on one day's notice to each director, either personally or by mail or telegram. Special meetings will be called by the president or the secretary in like manner and on like notice upon the written request of any director.

Section 4. Quorum and Voting. At all meetings of the board, a majority of the directors will be necessary and sufficient to constitute a quorum for the transaction of business; and the act of a majority of the directors present at any meeting at which there is a quorum will be the act of the board of directors, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws. If a quorum is not present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Telephone Meetings. The directors may hold their meetings in any manner permitted by law. Without limitation, at any meeting of the board, a member may attend by telephone, radio, television, interactive media or similar means of communication by means of which all participants can hear each other which permits him to participate in the meeting, and a director so attending will be deemed present at the meeting for all purposes including the determination of whether a quorum is present.

Section 6. Action by Written Consent. Any action required or permitted to be taken by the board of directors or executive committee under applicable statutory provisions, the Certificate of Incorporation, or these Bylaws, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the board of directors or executive committee, as the case may be, and filed with the minutes of the proceedings of the directors or executive committee, as the case may be.

**ARTICLE V
COMMITTEES**

Section 1. Executive Committee. The board of directors, by resolution adopted by a majority of the whole board, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, will have and may exercise all of the authority of the board of directors in the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it, except where action by the board of directors is specified by statute. The executive committee will keep regular minutes of its proceedings and report the same to the board when required.

Section 2. Other Committees. The board of directors may similarly create other committees for such terms and with such powers and duties as the board deems appropriate.

Section 3. Advisory Directors. The board of directors may, by majority vote, appoint one or more advisory directors. Advisory directors shall serve at the board's convenience solely to advise the board of directors, and shall have no formal responsibilities. No advisory director shall be entitled to vote at meetings of the board, nor shall any advisory director be counted when determining whether there is a quorum at directors' meetings. Advisory directors shall not be, by virtue of their position as advisory directors, agents of the Corporation, and they shall not have the power to bind the Corporation.

**ARTICLE VI
COMPENSATION OF DIRECTORS**

Section 1. Attendance Fees. Directors, as such, will not receive any stated salary for their services, but by resolution of the board a fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the board; however, this provision will not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees may be allowed like compensation for attending committee meetings.

**ARTICLE VII
NOTICES**

Section 1. Methods of Notice. Whenever any notice is required to be given to any stockholder or director under the provisions of any statute, the Certificate of Incorporation or these Bylaws, it will not be construed to require personal notice, but such notice may be given in writing by mail addressed to such stockholder or director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail with postage thereon prepaid. Notice to directors may also be

given by facsimile, and notice given by such means shall be deemed given at the time it is actually received.

Section 2. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director under the provisions of any statute, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance at any meeting will constitute a waiver of notice thereof except as otherwise provided by statute.

ARTICLE VIII

OFFICERS

Section 1. Executive Officers. The officers of the Corporation will consist of chief executive officer, president/chief operations officer, treasurer, and secretary, each of whom shall be elected by the board of directors. The board of directors may also elect a chairman of the board, additional vice presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person.

Section 2. Election and Qualification. The board of directors at its first meeting after each annual meeting of stockholders will elect the president, one or more vice presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. Other Officers and Agents. The board may elect or appoint such other officers, assistant officers and agents as it deems necessary, who will hold their offices for such terms and shall exercise such powers and perform such duties as determined from time to time by the board.

Section 4. Salaries. The salaries of all officers of the Corporation will be fixed by the board of directors except as otherwise directed by the board.

Section 5. Term, Removal and Vacancies. The officers of the Corporation will hold office until their resignation or their successors are chosen and qualify. Any officer, agent or member of the executive committee elected or appointed by the board of directors may be removed at any time by the board of directors; provided, that such removal shall be without prejudice to the contract rights, if any, of such removed party. If any such office becomes vacant for any reason, the vacancy will be filled by the board of directors.

Section 6. Chief Executive Officer. The chief executive officer will be the chief executive officer of the Corporation. He will preside at all meetings of the stockholders and the board of directors unless such duties have been assigned to a chairman of the board by the board of directors. He will be ex-officio a member of all standing committees, will have general powers of oversight, supervision and management of the business and affairs of the Corporation, and will see that all orders and resolutions of the board of directors are carried into effect.

Section 7. President/Chief Operations Officer. The president/chief operations officer will, in the absence or disability of the chief executive officer perform the duties and exercise the powers of the chief executive officer, and will perform such other duties as the board of directors and chief executive officer may prescribe.

Section 8. Secretary. The secretary will attend all meetings of the board of directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and will perform like duties for the standing committees when required. He will give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and will perform such other duties as may be prescribed by the board of directors and president. He will keep in safe custody the seal of the Corporation and, when authorized by the board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an assistant secretary.

Section 9. Assistant Secretaries. The assistant secretaries in the order determined by the board of directors will perform, in the absence or disability of the secretary, the duties and exercise the powers of the secretary and will perform such other duties as the board of directors and president may prescribe.

Section 10. Treasurer. The treasurer will have the custody of the corporate funds and securities and will keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and will deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors. He will disburse the funds of the Corporation as may be ordered by the board, taking proper vouchers for such disbursements, and will render to the board of directors and president, whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the Corporation.

Section 11. Assistant Treasurers. The assistant treasurers in the order determined by the board of directors, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and will perform such other duties as the board of directors and president may prescribe.

Section 12. Officer's Bond. If required by the board of directors, any officer will give the Corporation a bond (to be renewed as the board may require) in such sum and with such surety or sureties as is satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE IX
SHARES AND STOCKHOLDERS

Section 1. Certificates Representing Shares. The certificates representing shares of the Corporation will be numbered and entered in the books of the Corporation as they are issued. They will exhibit the holder's name and number of shares and will be signed by the president or vice-president and the secretary or an assistant secretary, and will be sealed with the seal of the Corporation or a facsimile thereof. The signature of any such officer may be facsimile if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate has ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issuance.

Section 2. Transfer of Shares. Upon surrender to the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it will be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Notwithstanding the foregoing, no transfer will be recognized by the Corporation if such transfer would violate federal or state securities laws, the Certificate of Incorporation, or any stockholders agreements which may be in effect at the time of the purported transfer. The Corporation may, prior to any such transfer, require an opinion of counsel to the effect that any such transfer does not violate applicable securities laws requiring registration or an exemption from registration prior to any such transfer.

Section 3. Fixing Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the board of directors may provide that the stock transfer books be closed for a stated period but not to exceed, in any case, sixty days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books must be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of stockholders, such date, in any case, to be not more than sixty days and, in case of a meeting of stockholders, not less than ten days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, will be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as herein provided, such determination will apply to any adjournment thereof except where the determination has been made through the closing of stock transfer books and the stated period of closing has expired.

Section 4. Registered Stockholders. The Corporation is entitled to recognize the exclusive right of a person registered on its books as the owner of the share to receive dividends, and to vote as such owner, and for all other purposes as such owner; and the Corporation is not bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it has express or other notice thereof, except as otherwise provided by the laws of Delaware.

Section 5. Lost Certificate. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representatives, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

ARTICLE X

GENERAL

Section 1. Dividends. The board of directors may from time to time declare, and the Corporation pay, dividends on its outstanding shares of capital stock in cash, in property, or in its own shares, except when the declaration or payment thereof would be contrary to statute or the Certificate of Incorporation. Such dividends may be declared at any regular or special meeting of the board, and the declaration and payment will be subject to all applicable provisions of laws, the Certificate of Incorporation and these Bylaws.

Section 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, deem proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors may think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Directors' Annual Statement. The board of directors will present at each annual meeting and when called for by vote of the stockholders at any special meeting of the stockholders, a full and clear statement of the business and condition of the Corporation.

Section 4. Checks. All checks or demands for money and notes of the Corporation will be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 5. Corporate Records. The Corporation will keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders giving the names and addresses of all stockholders and the number and class of shares held by each. All other books and records of the Corporation may be kept at such place or places within or without the State of Delaware as the board of directors may from time to time determine.

Section 6. Seal. The corporate seal will have inscribed thereon the name of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced.

Section 7. Amendment. These Bylaws may be altered, amended or repealed or new bylaws may be adopted at any annual meeting of the stockholders or at any special meeting of the stockholders at which a quorum is present or represented, provided notice of the proposed alteration, amendment, repeal or adoption be contained in the notice of such meeting, by the affirmative vote of the holders of a majority of the shares entitled to vote at such meeting and present or represented thereat, or by the affirmative vote of a majority of the board of directors at any regular meeting of the board or at any special meeting of the board; provided however, that no change of the time or place of the annual meeting of stockholders may be made after the issuance of notice thereof.

Section 8. Indemnification. Each director, officer and former director or officer of the Corporation, and any person who may have served or who may hereafter serve at the request of the Corporation as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, is hereby indemnified by the Corporation against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification will not be deemed exclusive of any other rights to which such director, officer or other person may be entitled under any agreement, vote of stockholders, or otherwise. Without limitation, nothing in this section shall limit any indemnification provisions in the Certificate of Incorporation.

Adopted as of November 1, 1996.

/s/ Steven M. Helm

Steven M. Helm, Secretary

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[ILLEGIBLE]

ARTICLES OF INCORPORATION
OF
Allied Waste of California, Inc.

FIRST: That the name of the corporation is Allied Waste of California, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 14 day of August.

/s/ Tiffany Gonzales
Incorporator, Tiffany Gonzales

BYLAWS
OF
ALLIED WASTE OF CALIFORNIA, INC.

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**BYLAWS OF
ALLIED WASTE OF CALIFORNIA, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona, 85251. The Corporation may also have offices and branch offices at such other places within and without the State of Wyoming as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of California as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders'

meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of California, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of California as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of California) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the General Corporation Law of California.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "California." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Allied Waste of California, Inc., a California corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 15th day of August, 1996.

DIRECTORS:

/s/ Thomas Van Weelden
Thomas Van Weelden

/s/ Daniel J. Ivan
Daniel J. Ivan

/s/ Larry D. Henk
Larry D. Henk

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CERTIFICATE OF INCORPORATION
OF
Allied Waste of Long Island, Inc.
UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

* * * * *

WE, THE UNDERSIGNED, all of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of New York, do hereby certify:

FIRST: The name of the corporation is: Allied Waste of Long Island, Inc.

SECOND: The purposes for which it is formed are: To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body, without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of New York, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) each without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o C T Corporation System, 1633 Broadway, New York, New York 10019.

SIXTH: The name and address of the registered agent which is to

be the agent of the corporation upon whom process against it may be served, are C T Corporation System, 1633 Broadway, New York, New York 10019.

SEVENTH: No director shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any director if a judgement or other final adjudication adverse to such director establishes that such director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such director personally gained in fact a financial profit or other advantage to which such director was not legally entitled or that such director's acts violated section 719 of the Business Corporation Law, nor shall this provision eliminate or limit the liability of any director for any act or omission prior to the adoption of this provision.

IN WITNESS WHEREOF, we have made and signed this certificate this February 11th A.D. 1997 and we affirm the statements contained therein as truth under penalties of perjury.

/s/ Janice L. Rockey
Janice L. Rockey, Incorporator

/s/ Mary Janiszewski
Mary Janiszewski, Incorporator

BYLAWS
OF
ALLIED WASTE OF LONG ISLAND, INC.

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**BYLAWS OF
ALLIED WASTE OF LONG ISLAND, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 15880 North Greenway-Hayden Loop, Suite #100, Scottsdale, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of New Jersey as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of New York as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of New York or in the city or county in the State of New York in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of New York, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of New York as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of New York or in the city or county in the State of New York in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of New York) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the New York Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be

facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "New York." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct

copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

FILED
JUL 3 1997
LONNA R. HOOKS
Secretary of State



New Jersey Department of State
Division of Commercial Recording
Certificate of Incorporation, Profit
(Title 14A: 2-7 New Jersey Business Corporation Act
For Use by Domestic Profit Corporations)

C-100 Rev. 7/92

This is to Certify that, there is hereby organized a corporation under and by virtue of the above noted statute of the New Jersey Statutes.

1. Name of Corporation: Allied Waste of New Jersey, Inc .
2. The purpose for which the corporation is organized is (are) to engage in any activity within the purposes for which corporations may be organized under NJSA 14A 1-1 et seq:
3. Registered Agent: C T CORPORATION SYSTEM
4. Registered Office: 820 Bear Tavern Rd.
Trenton, New Jersey 08628
5. The aggregate number of shares which the corporation shall have authority to issue is: 1,000
6. If applicable, set forth the designation of each class and series of shares, the number in each, and a statement of the relative rights, preferences and limitations.
7. If applicable, set forth a statement of any authority vested in the board to divide the shares into classes or series or both and to determine or change their designation number, relative rights, preferences and limitations.
8. The first Board of Directors shall consist of 3 Directors (minimum of one).

Name	Street Address	City	State	Zip
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See attachment

9. Name and Address of Incorporator(s):

Name	Street Address	City	State	Zip
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Bernadette McNamara 208 S. LaSalle Street, Chicago, Illinois 60604

10. The duration of the corporation is:
11. Other provisions:
12. Effective Date (Not to exceed 90 days from date of filing): Perpetual

In Witness whereof, each individual incorporator being over eighteen years of age has signed this certificate, or if the Incorporator is a corporation has caused this Certificate to be signed by its duly authorized officers this 3rd day of July 1997

Signature:	/s/ Bernadette McNamara Bernadette McNamara	Signature:	
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Signature:	(N. J. — 1995 — 5/24/94)	Signature:	0100711631
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Instructions: Type all information except **signatures**.
Form must be completed in full and filed in duplicate.
The original document will be retained by the Division of Commercial Recording.

Remittance: \$100.00 (Check or Money Order should be signed and made payable to the **Secretary of State**, and be submitted with the document to be filed.

Mail To: Department of State
Division of Commercial Recording CN 308
Trenton, NJ 08625

Information on Certificate of Incorporation
(For Use by Domestic Profit Corporations Only)
Title 14A: 2-7 New Jersey Business Corporation Act

1. **NAME OF CORPORATION:** Name must include: Incorporation, Inc., Corporation, Corp., Company, Co., or Ltd. (**WARNING:** This information **does not** apply to **nonprofit** corporations which are filed per **Title 15A**). Name must be available. Call **(609) 530-8312** for immediate telephone availability with payment by VISA, MasterCard, or Depository Account.
 2. **PURPOSE:** Additional information is optional.
 3. **REGISTERED AGENT:** Designate one person as registered agent.
 4. **REGISTERED OFFICE:** Address must be in New Jersey and be a street address. Post Office Box may be included only if same city and zip as street address.
 5. **SHARES:** Must have minimum of one share.
 6. **IF APPLICABLE:** Complete only if applicable.
 7. **IF APPLICABLE:** Complete only if applicable.
 8. **BOARD OF DIRECTORS:** List at least one director and address. Need not be a New Jersey address.
 9. **INCORPORATORS:** List at least one incorporator and address. All incorporators must sign document, no other signatures may appear.
 10. **DURATION:** State length of time corporation is to exist. Perpetual, unlimited, or forever is acceptable.
 11. **PROVISIONS:** Additional information is optional.
 12. **EFFECTIVE DATE:** The earliest date available is date received. **The effective date can be up to 90 days after date of filing.** Unless otherwise noted, the **date of filing** will be the date received.
- IN TESTIMONY WHEREOF:** Give date of the signing of the document by each incorporator.
- SIGNATURE:** Must be the **original** signature of each incorporator, listed in #9 only.
- THE PURPOSE OF THIS FORM IS TO SIMPLIFY THE FILING REQUIREMENTS OF THE SECRETARY OF STATE AND DOES NOT REPLACE THE NEED FOR COMPETENT LEGAL ADVICE.**

REMINDER: An Annual Report will be sent to the registered agent prior to the anniversary date of the corporation.
Corporations failing to file will become revoked.

Appendix to New Jersey
Certificate of Incorporation, Profit (Short Form) (copy)

Allied Waste of New Jersey, Inc.

List of Directors of Allied Waste of New Jersey, Inc.

1. Thomas H. VanWeelden
15880 North Greenway-Hayden Loop, #100
Scottsdale, Arizona 85260
2. Larry D. Henk
15880 North Greenway-Hayden Loop, #100
Scottsdale, Arizona 85260
3. Daniel J. Ivan
15880 North Greenway-Hayden Loop, #100
Scottsdale, Arizona 85260

**BYLAWS OF
ALLIED WASTE OF NEW JERSEY, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 15880 North Greenway-Hayden Loop, Suite #100, Scottsdale, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of New Jersey as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of New Jersey as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of New Jersey or in the city or county in the State of New Jersey in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of New Jersey, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of New Jersey as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of New Jersey or in the city or county in the State of New Jersey in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of New Jersey) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the New Jersey Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be

facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "New Jersey." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct

copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

**CERTIFICATE OF FORMATION
ALLIED WASTE OF NEW JERSEY, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Allied Waste of New Jersey, LLC."
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 17th day of April, 1998.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

CERTIFICATE OF AMENDMENT

OF

ALLIED WASTE OF NEW JERSEY, LLC

1. The name of the limited liability company is Allied Waste of New Jersey, LLC.
2. Paragraph 1 of the Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company (the "Company") formed by this instrument is "Allied Waste of New Jersey-New York, LLC".

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Allied Waste of New Jersey, LLC this 26th day of July, 2000.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

New Jersey Department of State
Division of Commercial Recording
Certificate of Amendment, Limited Liability Company

FILED

JUL 31 2000

State Treasurer
Roland Machold

This form may be used to amend a Certificate of Formation of a Limited Liability Company on file with the Secretary of State. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Act, and insure that all applicable filing requirements are met.

1. Name of Limited Liability Company: Allied Waste of New Jersey, LLC
2. Identification Number: 0600051040
3. New LLC Name (if applicable): Allied Waste of New Jersey-New York, LLC
4. Effective Date:
5. The Certificate of Formation is amended as follows (provide attachments if needed):

The name of the Limited Liability Company is hereby changed to Allied Waste of New Jersey-New York, LLC.

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42 and that they are authorized to sign this form behalf of the Limited Liability Company.

Name /s/ D.W. Slager*

Date July 26, 2000.

* Donald W. Slager, Vice President, Operations of Allied Waste North America, Inc., its sole Member

**OPERATING AGREEMENT OF
ALLIED WASTE OF NEW JERSEY, LLC**

This Operating Agreement is executed as of April 28, 1998, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste of New Jersey, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

CERTIFICATE OF FORMATION
OF
ALLIED WASTE RECYCLING SERVICES OF NEW HAMPSHIRE, LLC

1. The name of the limited liability company is:
Allied Waste Recycling Services of New Hampshire, LLC
2. The limited liability company is to be managed by its members.
3. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Recycling Services of New Hampshire, LLC this 18th day of August, 2006.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company,
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White
Secretary

**OPERATING AGREEMENT OF
ALLIED WASTE RECYCLING SERVICES OF NEW HAMPSHIRE, LLC**

This Operating Agreement is executed as of August 18, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Recycling Services of New Hampshire, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding UP.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement,

“Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company, Sole Member

By: /s/ Jo Lynn White

Jo Lynn White
Secretary

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

**CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE RURAL SANITATION, INC.**

1. The name of the Corporation is Allied Waste Rural Sanitation, Inc. "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Thomas K. Kehoe
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the
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Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 21st day of January, 1998.

/s/ Thomas K. Kehoe
Thomas K. Kehoe, Incorporator

**BYLAWS
OF
ALLIED WASTE RURAL SANITATION, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee

by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged

to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper

in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:51 PM 09/25/2007
FILED 08:37 PM 09/25/2007
SRV 071052732 — 4429265 FILE

CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE SERVICES OF COLORADO, INC.

* * * * *

- 1. The name of the corporation is Allied Waste Services of Colorado, Inc. (the "Corporation").
- 2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
- 3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
- 4. The Corporation shall have authority to issue one thousand (1,000) common shares, no par value.
- 5. The name and mailing address of the incorporator are as follows:

NAME
Jo Lynn White

MAILING ADDRESS
18500 North Allied Way
Phoenix, Arizona 85054

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

- 6. The initial Directors of the Corporation and their respective addresses are as follows:

NAME
Donald W. Slager

MAILING ADDRESS
18500 North Allied Way
Phoenix, AZ 85054

Michael S. Burnett

18500 North Allied Way
Phoenix, AZ 85054

- 7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.



8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 25th day of September, 2007.

/s/ Jo Lynn White

Jo Lynn White, Incorporator

**BYLAWS
OF
ALLIED WASTE SERVICES OF COLORADO, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as maybe allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same maybe amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF ORGANIZATION
BFI WASTE SERVICES OF MASSACHUSETTS, LLC**

Pursuant to Chapter 156C (the "Act"), Section 12 of the General Laws of the Commonwealth of Massachusetts, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Services of Massachusetts, LLC".
2. Address. The address of the office in Massachusetts at which the Company's records will be maintained pursuant to Section 5 of the Act is 150 Cordaville Road, Southborough, Massachusetts 01772.
3. Registered Agent. The name and address of the Company's resident agent for service of process in Massachusetts is CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110.
4. Date of Dissolution. The Company does not have a specific date of dissolution.
5. Managers. The Company does not have any managers at the time of its formation.
6. Persons Authorized to Execute Documents. The names of the persons who are authorized to execute documents, on behalf of the Company, to be filed with the Office of the Secretary of State of the Commonwealth of Massachusetts are Donald W. Slager and Jo Lynn White.
7. General Character of Business. The general character of the Company's business is non-hazardous solid waste management.
8. Persons Authorized to Execute Recordable Documents. The names of the persons authorized to execute, acknowledge, deliver and record, on behalf of the Company, any recordable instrument purporting to affect an interest in real property are Donald W. Slager and Jo Lynn White.

Dated: March 15, 2001

BROWNING-FERRIS INDUSTRIES, INC.,
a Massachusetts corporation
Sole Member

By /s/ Jo Lynn White
Jo Lynn White, Secretary

FILED

NOV 16 2005

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

FEIN: 86-1024452

CERTIFICATE OF AMENDMENT
OF
BFI WASTE SERVICES OF MASSACHUSETTS, LLC

1. Name of Domestic Limited Liability Company:
BFI Waste Services of Massachusetts, LLC
2. Date the original Certificate of Organization was filed: March 15, 2001
3. Name and business address, if different from its office address, of each manager:
The Company does not have any managers at the time of this amendment.
4. The following are the names and business address of each person currently authorized to execute documents to be filed with the Division:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
John J. Manning	385 A Dunstable Road Tyngsboro, MA 02110-0000
Jo Lynn White	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Donald W. Slager	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
James M. Lawrence	385 A Dunstable Road Tyngsboro, MA 02110-0000
Eileen B. Schuler	11757 Katy Freeway, Suite 930 Houston, TX 77079
Thomas P. Martin	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Dale L. Parker	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Bruce D. Stanas	385 A Dunstable Road Tyngsboro, MA 02110-0000
Daniel P. Higgins	385 A Dunstable Road Tyngsboro, MA 02110-0000
Steven M. Helm	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Connie J. Gecich	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260

Please note the following new addresses:

James M. Lawrence	1080 Airport Road Fall River, MA 02720
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Please delete the following individuals:

Bruce D. Stanas	385 A Dunstable Road Tyngsboro, MA 02110-0000
Daniel P. Higgins	385 A Dunstable Road Tyngsboro, MA 02110-0000

Please add the following individuals:

Jeffrey A. Hughes	6749 Dixie Highway Erie, MI 48133
Thomas V. Wiegand	6749 Dixie Highway Erie, MI 48133

5. Name and business address, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the Registry of Deeds or a district office of the Land Court are:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Jo Lynn White	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Thomas P. Martin	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Bruce D. Stanas	385 A Dunstable Road Tyngsboro, MA 02110-0000
Daniel P. Higgins	385 A Dunstable Road Tyngsboro, MA 02110-0000
Steven M. Helm	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Jack Manning	385 A Dunstable Road Tyngsboro, MA 02110-0000
Donald W. Slager	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Jim Lawrence	385 A Dunstable Road Tyngsboro, MA 02110-0000
Dale L. Parker	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Connie J. Gecich	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Eileen B. Schuler	11757 Katy Freeway, Suite 930 Houston, TX 77079

Please note the following name changes:

John J. Manning	385 A Dunstable Road Tyngsboro, MA 02110-0000
James M. Lawrence	1080 Airport Road Fall River, MA 02720

Please delete the following individuals:

Bruce D. Stanas

385 A Dunstable Road
Tyngsboro, MA 02110-0000

Daniel P. Higgins

385 A Dunstable Road
Tyngsboro, MA 02110-0000

Please add the following individuals:

Jeffrey A. Hughes

6749 Dixie Highway
Erie, MI 48133

Thomas V. Wiegand

6749 Dixie Highway
Erie, MI 48133

6. Amendment to the Certificate of Organization is as follows:

The name of the Company is Allied Waste Services of Massachusetts, LLC, changes to SOC. signatory list and authorized persons list.

DATED this 14th day of November, 2005.

BFI Waste Services of Massachusetts, LLC

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

CERTIFICATE OF AMENDMENT
OF
ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC

FEIN: 86-1024452

1. Name of Domestic Limited Liability Company:

Allied Waste Services of Massachusetts, LLC

2. Date the original Certificate of Organization was filed: March 15, 2001

3. Name and business address, if different from its office address, of each manager:

The Company does not have any managers at the time of this amendment.

4. The following are the names and business address of each person currently authorized to execute documents to be filed with the Division:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Jeffrey A. Hughes	6749 Dixie Highway Erie, MI 48133
Thomas V. Wiegand	6749 Dixie Highway Erie, MI 48133
John J. Manning	385 A Dunstable Road Tyngsboro, MA 02110-0000
Jo Lynn White	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Donald W. Slager	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
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Steven M. Helm	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260
Connie J. Gecich	15880 N Greenway-Hayden Loop, #100 Scottsdale, AZ 85260

5. Name and business address, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the Registry of Deeds or a district office of the Land Court are:

NAME

Jeffrey A. Hughes

Thomas V. Wiegand

Jo Lynn White

Thomas P. Martin

Steven M. Helm

John J. Manning

Donald W. Slager

James M. Lawrence

Dale L. Parker

Connie J. Gecich

Eileen B. Schuler

6. Amendment to the Certificate of Organization is as follows:

Delete the following individual from those authorized in the previous two sections:

John J. Manning

And, replace with the following authorized individual:

Bruce D. Stanas

DATED this 19th day of December, 2005.

BUSINESS ADDRESS

6749 Dixie Highway
Erie, MI 48133

6749 Dixie Highway
Erie, MI 48133

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

385 A Dunstable Road
Tyngsboro, MA 02110-0000

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

1080 Airport Road
Fall River, MA 02720

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

15880 N Greenway-Hayden Loop, #100
Scottsdale, AZ 85260

11757 Katy Freeway, Suite 930
Houston, TX 77079

385 A Dunstable Road
Tyngsboro, MA 02110-0000

385 A Dunstable Road
Tyngsboro, MA 02110-0000

BFI Waste Services of Massachusetts, LLC

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

**OPERATING AGREEMENT
OF
BFI WASTE SERVICES OF MASSACHUSETTS, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Services of Massachusetts, LLC (the "Company") is executed as of March 16, 2001, by Browning-Ferris Industries, Inc. a Massachusetts corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Waste Services of Massachusetts, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Massachusetts law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the Commonwealth of Massachusetts shall be 150 Cordaville Road, Southborough, Massachusetts 01772. The registered office may be changed to any other place within the Commonwealth of Massachusetts upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Massachusetts are CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President

shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Chapter 156C, Section 43(4) of the Act.

(d) The entry of an order of judicial dissolution under Chapter 156C, Section 44 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of cancellation with the Office of the Secretary of the State of the Commonwealth of Massachusetts.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Massachusetts Limited Liability Company Act, as set forth in Chapter 156C, Sections 1 et. seq. of the General Laws of the Commonwealth of Massachusetts, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Browning-Ferris Industries, Inc., a Massachusetts corporation

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Browning-Ferris Industries, Inc. 15880 N. Green way Hay den Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Services of Massachusetts, LLC, a Massachusetts limited liability company (the "**Company**"), dated as of March 16, 2001 (the "**Agreement**"), by Browning-Ferris Industries, Inc., a Massachusetts corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BROWNING-FERRIS INDUSTRIES, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:43 PM 11/03/2004
FILED 10:29 PM 11/03/2004
SRV 040794928 — 3876767 FILE

CERTIFICATE OF FORMATION
OF
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

1. The name of the limited liability company is:

Allied Waste Services of North America, LLC

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Services of North America, Inc. this 2nd day of November, 2004.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

**OPERATING AGREEMENT OF
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**

This Operating Agreement is executed as of November 3, 2004, by BFI Waste Systems of North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Services of North America, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member

BFI Waste Systems of North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

Admission of Substituted Member

Reference is made to the Operating Agreement of Allied Waste Services of North America, LLC, a Delaware limited liability company (the “**Company**”), dated as of November 3, 2004 (the “**Agreement**”), by BFI Waste Systems of North America, Inc., a Delaware corporation (“**Original Member**”). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, LLC, a Delaware limited liability company (“**Parent Company**” and the “**Substituted Member**”).

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: July 1, 2005.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

BROWNING FERRIS INDUSTRIES, LLC

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Vice President

Admission of Substituted Member

Reference is made to the Operating Agreement of Allied Waste Services of North America, LLC, a Delaware limited liability company (the “**Company**”), dated as of November 3, 2004 (the “**Agreement**”), by BFI Waste Systems of North America, Inc., a Delaware corporation (“**Original Member**”). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, LLC, a Delaware limited liability company (“**Parent Company**” and the “**Substituted Member**”).

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: July 1, 2005.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

BROWNING FERRIS INDUSTRIES, LLC

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Vice President

ARTICLES OF INCORPORATION
OF
PARKS & SONS INTERMOUNTAIN, INC.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RICK C. PARKS, J. ROBERT ALEXANDER and RAYMOND L. HANSON, State of Idaho, each and all citizens of the United States of America, of the age of majority, do hereby associate themselves together for the purpose of forming a corporation under the laws of the State of Idaho, and to that end do hereby adopt and execute the following Articles of Incorporation, and do hereby certify and declares:

I

That the name of said corporation is and shall be "PARKS & SONS INTERMOUNTAIN, INC."

II

That said corporation is formed for the following purposes:

- (a) To engage in the general solid waste removal business and to do all things connected therewith and incidental thereto.
- (b) To exercise all authority and to perform all acts authorized under the provisions of Section 30-114 of the Idaho Code.

III

That the location and post office address of the registered office of the corporation shall be:

PARKS & SONS INTERMOUNTAIN, INC.
P. O. BOX 801
Twin Falls, Idaho 83301

ARTICLES OF INCORPORATION - 1.

IV

That subject to dissolution in the manner provided by law, the duration of this corporation shall be perpetual.

V

That the amount of the authorized stock of said corporation shall be 250,000 shares of stock of \$1.00 par value.

VI

That the names and post office address of each of the incorporators and number of shares subscribed by each is as follows:

NAME	ADDRESS	NO. OF SHARES
RICK C. PARKS	P. O. Box 801	
	Twin Falls, Idaho 83301	1
J. ROBERT ALEXANDER	P. O. Box 801	
	Twin Falls, Idaho 83301	1
RAYMOND L. HANSON	P. O. Box 801	
	Twin Falls, Idaho 83301	1

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 28th day of September, 1977.

/s/ Rick C. Parks

/s/ J. Robert Alexander

/s/ Raymond L. Hanson

STATE OF IDAHO)
 : ss
County of Twin Falls)

On this 26th day of September, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared RICK C. PARKS and J. ROBERT ALEXANDER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

ARTICLES OF INCORPORATION - 2.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

/s/ [ILLEGIBLE]
Notary Public in and for said
County and State

STATE OF IDAHO)
 : ss
County of Ada)

On this 28th day of September, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND L. HANSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

/s/ Helen Churchill
Notary Public in and for said
County and State

ARTICLES OF INCORPORATION - 3.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PARKS & SONS INTERMOUNTAIN, INC.

Pursuant to the provisions of Section 30-1-61 of the Idaho Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Parks & Sons Intermountain, Inc.

SECOND: The following amendments of the Articles of Incorporation were adopted by the Directors and Shareholders of the Corporation on the 18th day of November, 1991, in the manner prescribed by the Idaho Business Corporation Act:

The name of the corporation shall be changed to PSI Waste Systems, Inc.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 51,876.99 shares, each share being entitled to vote thereon. The vote being 50,310.64 for the amendment; and zero votes against and 1,566.35 not voting.

FOURTH: The amendment does not affect a change in the amount of stated capital. The only amendment is to the name of the corporation.

DATED this 27th day of November, 1991.

PARKS & SONS INTERMOUNTAIN, INC. nka
PSI WASTE SYSTEMS, INC.

By /s/ Rick C. Parks
Rick C. Parks — President

and /s/ Lisle R. Reitz
Lisle R. Reitz — Secretary



ARTICLES OF AMENDMENT
(General Business)

05 OCT 13 PH 3:40

SECRETARY OF STATE
STATE OF IDAHO

To the Secretary of State of the State of Idaho

Pursuant to Title 30, Chapter 1, Idaho Code, the undersigned corporation amends its articles of incorporation as follows:

- 1. The name of the corporation is:
PSI Waste Systems, Inc.

if the corporation has been administratively dissolved and the corporate name is no longer available for use, the amendment(s) below must include a change of corporate name.

- 2. The text of each amendment is as follows:

Section I of the Articles of Incorporation is hereby amended in its entirety to read as follows:

- 1. The name of the corporation is: Allied Waste Services of Pages, Inc.

- 3. The date of adoption of the amendment(s) was: October 12, 2005

- 4. Manner of adoption (check one):

- The amendment consists exclusively of matters which do not require shareholder action pursuant to section 30-1-1002, 30-1-1005 and 30-1-1006, Idaho Code, and was, therefore, adopted by the board of directors.
- None of the corporation's shares have been issued and was, therefore adopted by the o incorporator o board of directors
- Approval by the shareholders is required and the shareholders duly approved the amendment(s) as required by either Title 30, Idaho Code or by the Articles of Incorporation.

Dated: October 12, 2005

Signed: /s/ Jo Lynn White

Typed Name: Jo Lynn White

Capacity: Secretary

Customer Acct is:

(or using pre-paid account)

Secretary of State use only

[ILLEGIBLE]

IDAHO SECRETARY OF STATE
10/13/2005 05:00
CK: 93273 CT: 20168 BH: 916887
1 @ 38.00= 38.00 AMEND PROF # 2
1 @ 28.00= 28.00 EXPEDITE C # 3

BY-LAWS
OF
PARKS & SONS INTERMOUNTAIN, INC.

ARTICLE I.

NAME, PLACE OF BUSINESS, PURPOSE

Section 1. Name. The name of this corporation shall be PARKS & SONS INTERMOUNTAIN, INC.

Section 2. Place of Business. The principal place of business of said corporation shall be Twin Falls, Idaho, or such other place within or without the State of Idaho as designated by the Board of Directors.

Section 3. Purpose. This corporation shall engage in the business and endeavors set out and described in its Articles of Incorporation.

ARTICLE II.

Section 1. Shareholders. All meetings of shareholders except as herein otherwise provided shall be held at the principal office and place of business of the corporation, within or without the State of Idaho, as designated by the Board of Directors.

Section 2. The regular annual meeting of the shareholders shall be held on the second Monday in October of each year. Should said date in any year fall on a holiday, the regular annual meeting of the shareholders in such year shall be held on the next business day thereafter.

Section 3. Notice of the annual meeting of shareholders shall be given in writing to shareholders entitled to vote, by the Secretary, by sending a copy of the notice through the mail, charges prepaid, to the address of each such shareholder as the same appears on the records of the corporation, or as supplied by a shareholder for the purpose of notice, not less than ten (10) days before such meeting.

Section 4. Special meetings of the shareholders may be called at any time for any purpose or purposes whatsoever, by the President, or by the Board of Directors, or any three or more members thereof.

Section 5. Notice of special meetings of the shareholders stating the time, and in general terms, the purpose or purposes thereof shall be mailed by the Secretary to each shareholder entitled to vote, at his address, as the same appears on the records of the corporation, or as supplied by the shareholder for the purpose of notice, at least ten (10) days prior to the date of the special meeting.

Section 6. Should the address of any shareholder not appear on the records of the corporation, then notices of any meetings of the shareholders shall be mailed, addressed to such shareholder at the post office address of the registered office of the corporation.

Section 7. Any entry of the service of notice of a meeting of the shareholders, given in the manner above provided shall be made in the minutes of the proceedings of the shareholders, and such entry, if read and approved at a subsequent meeting of the shareholders, shall be conclusive on the question of such service.

Section 8. When all the shareholders are present in person, or by proxy, in writing at any meeting, however called or notified, and sign a written consent thereto, or when the shareholders present, and consent thereto, and such written consent is made a part of the records of such meeting, the proceedings had at such meeting are valid, irrespective of the manner in which the meeting is called, or the place where it is held.

Section 9. At any meeting of the shareholders, the holders of a majority of the shares of stock of the corporation entitled to vote must be represented in person or by proxy in writing and the holders of such majority of the shares of stock entitled to vote when so represented, shall constitute a quorum for any and all purposes, including the

election of directors; provided that the shareholders present at a duly called meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 10. Any regular or called meeting of the shareholders may adjourn from day to day, or from time to time, without further notice, until its business is completed; and any regular or called meeting of the shareholders may adjourn from day to day, or from time to time, without further notice, if for any reason there be not present the holders of a majority of the shares of stock of the corporation entitled to vote, in person or by proxy, until a quorum shall attend, such adjournment and the reasons therefor being recorded in the journal of the proceedings of the shareholders; and when a quorum shall attend any business may be transacted which might have been transacted at any meeting had the same been held on the day on which the same was originally appointed or called.

Section 11. The President, or in his absence, a chairman, elected by the shareholders present, shall call the meeting of the shareholders to order, and shall act as presiding officer thereof.

Section 12. The Secretary of the corporation shall act as Secretary at all meetings of the shareholders, and in his absence, the presiding officer may appoint any person to act as Secretary.

Section 13. At the regular annual meeting of the shareholders held in each year, the shareholders entitled to vote shall elect by ballot, a Board of Directors as constituted by these By-Laws.

Section 14. At each meeting of the shareholders, each shareholder shall have the right to vote in person or by proxy, one vote for each share of stock standing in his own name on the books of the corporation, at least ten (10) days prior thereto.

Section 15. All proxies must be in writing, executed by the shareholders themselves, or by their duly authorized attorneys and must be filed with the Secretary of the corporation at or before the meeting of the shareholders.

Section 16. Any shareholder may waive any notice required to be given under this Article.

ARTICLE III.

DIRECTORS

Section 1. **Directors.** The corporate powers, business and affairs of the corporation shall be exercised, conducted and controlled by a Board of Directors of from one to four Directors.

Section 2. Each Director shall hold office for one year, or for such shorter period as he may have been appointed, and until his successor shall have been elected, provided that the Directors first elected shall hold office until the first annual meeting of the shareholders.

Section 3. Any vacancy occurring in the office of director by reason of death, resignation, or otherwise, except a vacancy caused by the removal of any director or directors of this corporation from office by a majority vote of all stock of the corporation issued and outstanding at any meeting of the shareholders, shall be filled by an appointee of the remaining directors. Such director so appointed shall hold office until his successor is elected at the next annual meeting of the shareholders.

Section 4. All meetings of the Board of Directors shall be held at the office of the corporation in Idaho, or at such other places within or without the State of Idaho, as designated by the Board of Directors.

Section 5. The directors shall hold a regular meeting for the election of officers and the transaction of such other business as may be necessary within five (5) days after the annual meeting of the shareholders. They may hold such other meetings at such times and places as they shall designate.

Section 6. Notice of special meetings of the Board of Directors may be given in writing, delivered personally to the Directors, or by mailing to them, not less than ten (10) days before the time of such meetings. If all the Directors shall be present at any Directors' meeting, however called or notified, and sign a written consent thereto, or if the majority of the Directors are present and they and the Directors not present sign a written consent thereto, which is entered on the minutes of such meeting, any business may be transacted at such meeting and the transactions of such meeting shall be as valid as if had at a meeting regularly called and notified.

Section 7. A majority of the Directors shall constitute a quorum at all meetings.

Section 8. The Board of Directors shall have full power and authority to borrow money on behalf of the corporation, including the power and authority to borrow money from any of the shareholders, directors, or officers of the corporation and otherwise to incur indebtedness on behalf of the corporation and to authorize the execution of promissory notes or other evidences of indebtedness of the corporation, and to agree to pay interest thereon, to sell, convey, alienate, transfer, assign, exchange, lease and otherwise acquire property, real and personal, on behalf of the corporation; and generally to do and perform, or cause to be done and performed, any and every act which the corporation may lawfully do and perform.

Section 9. The Board of Directors may appoint a general manager, who may be a shareholder and director, and delegate to him any of the following powers: To have general and exclusive charge and management of the business of the company; to sign and execute all authorized bonds, contracts, bids, checks, or other obligations in the name of the corporation; to keep the Board of Directors fully informed; to freely consult them concerning the business of the corporation in his charge; to be at all time subject to the control of the Board of Directors of the corporation; and to do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 5. Duties of the President. It shall be the duty of the President to preside at all meetings of the shareholders and also at all meetings of the Board of Directors. He shall be the chief administrative officer of this corporation, and he shall have such powers and be subject to such duties as are provided in these By-Laws and such as may be conferred upon him by vote or resolution of the Board of Directors.

Section 6. Duties of the Vice President. In the absence or disability of the President, the Vice President shall have all his powers and he is subject to all the duties of the President so long as such absence or disability continues.

Section 7. Duties of the Secretary. He shall attend all meetings of the shareholders and Board of Directors and shall keep minutes thereof in a book or books to be kept for that purpose.

He shall keep the corporate seal of the corporation and the book of blank certificates of stock, fill up and countersign all certificates issued, and make the corresponding entries in the margin of such book on such issuance and transfer.

He shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors when such notice is required by law or by these By-Laws to be given, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall be sworn to the faithful discharge of his duty.

Section 8. Duties of the Treasurer. He shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all money and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

Unless otherwise ordered by the Board of Directors, he shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it,

Section 10. The Board of Directors may appoint a certified public accountant and attorney at law to render such services as may be required of them by the Board of Directors.

Section 11. Any director may waive any notice required to be given under this article.

ARTICLE IV.

OFFICERS

Section 1. Officers. The executive officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer.

Section 2. The President shall be elected by the Board of Directors from their own number at the first meeting after the organization of the corporation, and thereafter, at the first meeting after the annual election of Directors, and he shall hold office until the first meeting after the next annual election of Directors, and until their successors are elected.

Section 3. The Board of Directors shall also annually elect a Vice President from their own number at the first meeting after the organization of the corporation, and thereafter at the first meeting after the annual election of Directors, and shall hold office until the first meeting after the next annual election of Directors, and until their successors are elected.

Section 4. The Board of Directors shall also annually elect a Secretary and a Treasurer, who may, but need not be a member of the Board of Directors, and they may combine said two officers and designate the combined office as Secretary-Treasurer, and who shall hold office until the first meeting after the next annual election of the Directors, and until their successors are elected, subject to removal by the Board of Directors at any time with or without cause.

an account of all his transactions as Treasurer and of the financial condition of the corporation.

He shall give the corporation a bond if required by the Board of Directors in a sum, and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 9. General Manager. In the event the Board of Directors shall also elect a general manager, such general manager shall have all powers and shall perform all duties as may be assigned to him by the Board of Directors.

He shall give the corporation a bond if required by the Board of Directors in a sum, and with one or more sureties, satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 10. Vacancies. If the office of the President, Vice President, Secretary, Treasurer, or General Manager becomes vacant by reason of death, resignation, removal, or otherwise, the Board of Directors shall elect a successor, who shall hold office for the unexpired term, and until his successor is elected.

ARTICLE V.

STOCK AND CERTIFICATES FOR STOCK

Section 1. Certificates for stock of the corporation shall be issued when fully paid up, non-assessable, at such times and in such amounts as shall be determined by the Board of Directors and as hereinafter provided.

Section 2. The certificates shall be in such form and devise as shall be provided by the Board of Directors. The certificates shall be signed by the President and by the Secretary, and the seal of the corporation shall be affixed thereto.

Section 3. No new certificate shall be issued until the former certificate for the shares of stock represented thereby shall have been surrendered and cancelled, except in the case of lost or destroyed certificates, and in that case, only after the receipt of a bond by the corporation, satisfactory to the Board of Directors, indemnifying the corporation and all persons against loss in consequence of the issuance of such new certificate.

Section 4. Shares of stock of the corporation may be transferred by endorsement by the signature of the owner, his agent, attorney or legal representative, and the delivery of the certificate; but such transfer is not valid, except as to the parties thereto, until the same is so entered upon the books of the corporation as to show the names of the parties by whom and to whom transferred, the number of the certificate, and the number or the designation of the shares of stock and the date of the transfer, and until the old certificates are surrendered and cancelled. The Transferee in any transfer of shares of stock shall be deemed to have full notice of, and to consent to, the By-Laws of the corporation to the same extent as if he had signed a written assent thereto.

Section 5. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates.

Section 6. The Board of Directors of this corporation, may, subject to the laws of the State of Idaho, dispose of the shares of stock of this corporation, in such amounts and at such times as shall be determined by the Board of Directors, and at the discretion of the said Board of Directors, accept in full or part payment therefor such property, services or other considerations and at such valuations as the Board of Directors may determine.

ARTICLE VI.

DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, when earned, may be declared by the Board of Directors at any regular or special meeting.

Before payment of any dividend or making any distribution of profit, there may be set aside out of the surplus or net profits of the corporation such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, for such other purposes as the Directors shall think conducive to the interest of the corporation.

ARTICLE VII.

CORPORATE SEAL

Section 1. The corporate seal of the company shall bear the inscription:

“PARKS & SONS INTERMOUNTAIN, INC.

CORPORATE SEAL, IDAHO”

ARTICLE VIII.

AMENDMENTS OF BY-LAWS

Section 1. Amendments. These By-Laws may be amended or repealed or new By-Laws adopted at any annual shareholders' meeting, or any special meeting of the shareholders by a vote representing a majority of the allotted shares, or by the written consent duly acknowledged in the same manner as conveyances of real estate are required by law to be acknowledged of the holders of a majority of the allotted shares, which consent may be in one or more instruments.

The undersigned, being the Directors of PARKS & SONS INTERMOUNTAIN, INC., an Idaho corporation, do hereby certify that the foregoing By-Laws were duly adopted, as By-Laws of the said corporation on the 30th day of September, 1977.

/s/ [ILLEGIBLE]

/s/ Rick C. Parks

/s/ [ILLEGIBLE]

The undersigned, being Secretary of PARKS & SONS INTERMOUNTAIN, INC., a corporation incorporated, organized and existing under the laws of the State of Idaho, does hereby certify that the foregoing By-Laws were duly adopted as the By-Laws of the said corporation on the 30th day of Sept., 1977.

/s/ Sharon M. Parks
Secretary

COPY

FILED

OCT 15 1986

OKLAHOMA SECRETARY
OF STATE

ARTICLES OF INCORPORATION

STATE OF OKLAHOMA)
) SS
COUNTY OF PAYNE)

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned Incorporators,

NAME	NO. and STREET	CITY AND STATE
Henry E. Wells	101 Mohawk Drive	Stillwater OK 74074
Mimi Wixson	101 Mohawk Drive	Stillwater OK 74074
Charles L. McBride	301 S. Duck	Stillwater OK 74074

being persons legally competent to enter into contracts for the purpose of forming a corporation under "The Business Corporation Act" of the State of Oklahoma, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is: H. E. W. Waste Systems, Inc.

ARTICLE II

The address of its registered office in the State of Oklahoma is: 101 E. Mohawk Drive, Stillwater OK 74074.

The name of its registered agent is: Henry E. Wells.

ARTICLE III

The duration of the corporation is perpetual.

[ILLEGIBLE]

ARTICLE IV

The nature of the business, object and purposes to be transacted, promoted or carried on by the corporation are:

1. To own, manage, and operate a sanitary landfill in Payne County, Oklahoma, for the disposal of waste, garbage, and all other items. To engage in all activities, render all services, incidental or related to or connected with any and every phase of the operation of a sanitary landfill business. To purchase, lease, or otherwise acquire and to erect, construct, build, establish, develop, improve, real property within the operation of a sanitary landfill business, and for all lawful purposes for which a business corporation can be formed within the State of Oklahoma.

2. To acquire, lease, own, control, sell, construct, mortgage, or otherwise deal in all types of interest in real and personal property for the purpose of conducting and operating the business as set out above.
3. To enter into any association of related businesses deemed necessary, convenient, or incidental to carrying out any of the purposes for which this corporation has been organized.
4. To issue bonds, notes, stock, debentures or other evidences of indebtedness for the object and purpose of borrowing funds for the uses and benefits of which this corporation has been organized and to execute mortgages, liens, pledges, deeds of trust, and other encumbrances upon the property of the corporation.
5. To acquire the assets and/or liabilities of any person, firm, association or corporation, either in whole or in part, in exchange for cash, stock, or bonds of this corporation.
6. To purchase or otherwise acquire, hold, sell and reissue the shares of its own capital stock in general.
7. To do generally each and every thing necessary, suitable or proper for the accomplishment of the purposes or the attainment of any one or more of the objects herein enumerated, or which at any time appear conducive to, or expedient for the protection or benefit of this corporation.
8. To carry on any other lawful business whatsoever in connection with the foregoing or which is calculated directly or indirectly to promote the interests of the corporation or to enhance the value of its property or properties, and in connection with the foregoing, said corporation shall have and exercise all

the powers conferred by the laws of the State of Oklahoma upon business corporations and such other powers as may be properly implied from such statutory grant of powers, it being hereby expressly provided that the foregoing enumeration of specific powers shall not in any manner be held to limit or restrict, in any manner, such general powers which may be implied therefrom which are granted to business corporations under the statutes of the State of Oklahoma.

ARTICLE V

1. The aggregate number of shares which the corporation shall have the authority to allot is 500 shares of common stock of the par value of \$1.00 per share.

2. There shall be no other class of stock of the corporation than the common stock set out hereinabove.

3. The common stock of the corporation, except the amount of the stated paid-in capital stock, as hereinafter stated, may be issued from time to time and upon such terms as may be determined by the Board of Directors, which common stock shall be issued in conformity with the following provisions:

In case any holder of stock of this corporation, his heirs at law, executor, administrators, legatees, or assigns, desire to sell, transfer, or otherwise dispose of all or any part of his shares of stock, he shall first notify the Secretary of this corporation in writing, stating the number of shares he desires to sell, the bona fide price at which he is able to sell, transfer, or otherwise dispose of them, and the name and address of the person

to whom they are to be sold or transferred, and for a period of fifteen (15) days following the receipt of such notice by the Secretary of this corporation, this corporation shall have an option to purchase said shares at the price so stated. No stock of this corporation shall be sold nor transferred upon the books of this corporation, nor shall any purchaser or assignee thereof have any right to demand or require transfer of any stock of this corporation attempted to be sold or transferred to him until after notice in accordance with the preceding sentence and until the expiration of said period of fifteen (15) days, during which time this corporation's option thereon shall hold, and be exercisable by this corporation. If the said Board of Directors does not exercise this option to this corporation within said period of fifteen (15) days, then and in that event, the holders of the common stock in this corporation shall have a right to purchase pro rata such stock within five (5) days after the lapse of said fifteen (15) day period, and if any one or more of the holders of common stock of this corporation elect not to purchase their pro rata share of such stock, then and in that event, the remaining common stockholders shall have the right and option to purchase said stock on a pro rata basis. If the Board of Directors does not exercise the option herein provided for the corporation, and if none of the holders of common stock elect to purchase such stock, then and in that event, such stockholder may sell and assign the number of shares mentioned in such notice of sale of stock to the person named therein, but to no other persons, and according to the terms of sale specified in said notice.

The Board of Directors may, by resolution, waive the said fifteen (15) day period, and the holders of common stock, may likewise, waive in writing the period for the exercise of their option, and thereby authorize the sale, assignment, or transfer of the stock of the corporation to the person named in the notice without further delay.

All certificates of common stock issued by the corporation shall have the provisions hereof pertaining to the common stock either printed thereon, or reference to these Articles of Incorporation may be made on the stock certificate, and the provisions hereof incorporated therein by reference and no stock shall be sold, transferred, issued or conveyed to anyone except with notice of these provisions and after acceptance of the pertinent provisions hereof by the persons to whom the stock is issued and such persons shall be bound hereby. All certificates shall contain the following phrase:

“No sale, pledge, transfer or conveyance of the shares of stock represented by this certificate, or any part thereof, shall be effective until compliance with provisions contained in the Articles of Incorporation and the By-Laws of this corporation pertaining to the sale, transfer, or other disposition of such common stock.”

ARTICLE VI

The amount of stated capital with which the corporation will begin business is \$500.00, which has been fully paid in.

ARTICLE VII

The number and class of shares to be allotted by the corporation before it shall begin business shall be 500 shares of common stock of the par value of \$1.00 per share for which the corporation shall receive a consideration of \$500.00.

ARTICLE VIII

The number of directors to be elected at the first meeting of the shareholders is not less than three.

ARTICLE IX

The Board of Directors shall have the power to adopt, alter or repeal the By-Laws of this corporation subject to the power of the shareholders to alter or repeal such By-Laws; provided, however, the Board of Directors shall not adopt or alter any By-Laws fixing their number, qualifications, classifications or term of office.

Dated at Stillwater, Oklahoma, this 10th day of October, 1986.

/s/ Henry E. Wells

Henry E. Wells

/s/ Mimi Wixson

Mimi Wixson

/s/ Charles L. McBride

Charles L. McBride

AFFIDAVIT AS TO PAID-IN CAPITAL

STATE OF OKLAHOMA)
) SS
COUNTY OF PAYNE)

The undersigned, of lawful age, being first duly sworn, each for himself, deposes and says that the affiants named below constitute a majority of the Incorporators of H. E. W. WASTE SYSTEMS, INC., a proposed corporation, and that the amount of stated capital with which said corporation will begin business, as set out in its attached Articles of Incorporation has been fully paid in.

Dated this 10th day of October, 1986.

/s/ Henry E. Wells
Henry E. Wells

/s/ Mimi Wixson
Mimi Wixson

/s/ Charles L. McBride
Charles L. McBride

Subscribed and sworn to before me this 10th day of October, 1986.

/s/ GERALYN MCBRIDE
Notary Public, GERALYN MCBRIDE

My commission expires: 8/24/87

(SEAL)





FILE IN DUPLICATE

PRINT CLEARLY

FILED – Oklahoma Secretary of State #1900449537 03/07/2005 14:32

RECEIVED

MAR 7 2005

OKLAHOMA SECRETARY
OF STATE

**AMENDED
CERTIFICATE OF INCORPORATION
(BEFORE RECEIPT OF PAYMENT OF STOCK)**

TO: OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd., Room 101, State Capital Building
Oklahoma City, Oklahoma 73105-4897
(405)-522-4560

The undersigned Oklahoma corporation, for the purpose of amending its certificate of incorporation as provided by Section 1076 of the Oklahoma General Corporation Act, hereby certifies:

1. A. The name of the corporation is:

H. E. W. Waste Systems, Inc.

B. As amended: The name of the corporation has been changed to:

Allied Waste Services of Stillwater, Inc.

(Please Note: The new name of the corporation MUST contain one of the following words: association, company, corporation, club, foundation, fund, incorporated, institute, society, union, syndicate or limited or one of the abbreviations eg. corp., Inc. or ltd.)

2. The name of the registered agent and the street address of the registered office in the State of Oklahoma is:

The Corporation Company	715 First National Buildings	Oklahoma City	Oklahoma City	73102
Name of Agent	Street Address	City	County	Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

3. The duration of the corporation is: perpetual

4. The aggregate number of the authorized shares, itemized by class, par value of shares, shares without par value, and series, if any, within a class is:

NUMBER OF SHARES	SERIES (If any)	PAR VALUE PER SHARE (Or, if without par value, so state)
COMMON 500		1.00
PREFERRED		

5. Set forth clearly any and all amendments to the certificate of incorporation which are desired to be made:

6. IT IS FURTHER CERTIFIED that this corporation has not received any payment for any of its stock.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its Incorporators/Board of Directors, this 4th day of March, 2005.

/s/ Jo Lynn White
Signature

Signature

Title: Jo Lynn White, Secretary

Title: _____

Jo Lynn White
Please Print Name

Please Print Name

(SOS FORM005 12/01)

AMENDED AND RESTATED BYLAWS
OF
H.E.W. WASTE SYSTEMS, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders

and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid

by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
ALLIED WASTE SYCAMORE LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "Allied Waste Sycamore Landfill, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 23rd day of September, 1999.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT
OF ALLIED WASTE SYCAMORE LANDFILL, LLC**

This Operating Agreement (the "Agreement") of Allied Waste Sycamore Landfill, LLC (the "Company") is executed as of September 23, 1999, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Sycamore Landfill, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: Allied Waste North America, Inc., a Delaware corporation, 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages,

contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a

bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) December 31, 2050;

(b) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

(c) The election by the Member to dissolve the Company; or

(d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Utah Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Utah Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Utah shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm, Vice President Legal

EXHIBIT A

Name and Address of Member

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$ 100.00

Percentage
Interest
100%

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
LAIDLAW WASTE SYSTEMS HOLDINGS, INC.**

Laidlaw Waste Systems Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems Holdings, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“**Article I.** The name of the corporation is Allied Waste Systems Holdings, Inc.”

SECOND: That in lieu of a meeting and vote of the stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Laidlaw Waste Systems Holdings, Inc. has caused this certificate to be signed by Peter S. Hathaway, its President, this 11th day of December, 1997.

Laidlaw Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Peter S. Hathaway
Peter S. Hathaway, President

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

* * * * *

PEABODY SANITARY LANDFILL, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Peabody Sanitary Landfill, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

“The name of the corporation is LAIDLAW WASTE SYSTEMS HOLDINGS, INC.”

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders having given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said PEABODY SANITARY LANDFILL, INC. has caused this certificate to be signed by Leslie W. Haworth, its Vice-President, Finance and attested by Ivan R. Cairns, its Secretary this 6th day of September, 1988.

PEABODY SANITARY LANDFILL, INC.

By:

/s/ Leslie W. Haworth
Vice-President, Finance

ATTEST:

By:

/s/ Ivan R. Cairns
Secretary

[ILLEGIBLE]

CERTIFICATE OF INCORPORATION
OF
PEABODY SANITARY LANDFILL, INC.

FIRST: The name of the corporation is Peabody Sanitary Landfill, Inc.

SECOND: The registered office of the corporation in the State of Delaware is located at 1310 King Street, Wilmington, New Castle County, Delaware, and its registered agent is Prickett, Jones, Elliott & Kristol, P.A.

THIRD: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

To purchase, take, own, hold, deal in, mortgage or otherwise lien and to lease, sell, exchange, convey, transfer or in any manner whatever dispose of real property, within or without the State of Delaware.

To manufacture, purchase or otherwise acquire and to hold, own, mortgage or otherwise lien, pledge, lease, sell, assign, exchange, transfer or in any manner dispose of, and to invest, deal and trade in and with goods, wares, merchandise and personal property of any and every class and description, within or without the State of Delaware.

To acquire the good will, rights and property and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, the stock of this company, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock, bonds or other evidences of indebtedness created by other corporations and while the holder of such stock to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase or otherwise acquire, apply for, register, hold, use, sell or in any manner dispose of and to grant licenses or other rights in and in any manner deal with patents, inventions, improvements, processes, formulas, trademarks, trade names, rights and licenses secured under letters patent, copyrights or otherwise.

To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, association or corporation, town, city, county, body politic, state, territory, government or colony or dependency thereof.

To borrow money for any of the purposes of the corporation and to draw, make, accept, endorse, discount, execute, issue, sell, pledge or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable, transferable or non-transferable instruments and evidences of indebtedness and to secure the payment thereof and the interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation at the time owned or thereafter acquired.

To purchase, hold, sell and transfer the shares of its capital stock.

To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Delaware, without restriction as to place or amount.

To carry on any other business in connection therewith.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

The objects and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) capital shares with no par value.

FIFTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any Court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such a manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such

STATE OF DELAWARE :
 : ss.
NEW CASTLE COUNTY :

BE IT REMEMBERED that on this 19 day of January, 1981, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, Elizabeth S. Gregg, the party to the foregoing Certificate of Incorporation, known to me personally to be such and acknowledged the said Certificate to be her act and deed and that the facts therein stated were truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ [ILLEGIBLE]
NOTARY PUBLIC

INCORPORATOR'S STATEMENT
OF
PEABODY SANITARY LANDFILL, INC.

The undersigned, being the sole incorporator of Peabody Sanitary Landfill, Inc., a Delaware corporation, hereby certifies that the following action was taken on the 19th day of January, A.D., 1981, in accordance with Section 108(c) of the General Corporation Law of the State of Delaware:

(1) A copy of the Certificate of Incorporation of Peabody Sanitary Landfill, Inc., which certificate was filed on the 19th day of January, A.D. 1981, at 9:00 a.m. o'clock in the Office of the Secretary of State of the State of Delaware and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, on the 22nd day of January, A.D. 1981, was approved and a copy thereof shall be entered in full in the Minute Book of the Corporation.

(2) The proposed By-Laws of Peabody Sanitary Landfill, Inc. for the management of the company's property and the regulation and government of the affairs of the corporation were adopted and a copy thereof shall be entered in full in the Minute Book of the corporation.

(3) The registered agent of the company shall be Prickett, Jones, Elliott & Kristol, and the registered office of the company in the State of Delaware shall be located at 1310 King Street, Wilmington, New Castle County, Delaware.

(4) The following named individuals were named directors and shall serve, in accordance with the By-Laws until the next annual meeting:

Ronald S. Murray
Michael G. DeGroot
Leslie W. Haworth
David A. Higson

(5) The Board of Directors was authorized and empowered to issue capital stock of the corporation up to the aggregate amount authorized by its Certificate of Incorporation, in such amounts and for such consideration in cash, property, or services rendered as from time to time shall be determined by the Board, and as may be permitted by law.

/s/ Elizabeth S. Gregg
INCORPORATOR

STATE OF DELAWARE :
 : ss.
COUNTY OF NEW CASTLE :

SWORN TO AND SUBSCRIBED before me, a Notary Public, of the State and County aforesaid, on this 17 day of [ILLEGIBLE], A.D., 1981.

/s/ [ILLEGIBLE]
NOTARY PUBLIC

BY-LAWS OF PEABODY SANITARY LANDFILL, INC.
(a Delaware corporation)

ARTICLE I

Meetings of Stockholders

Section 1

Annual Meeting. The annual meeting of the stockholders of Peabody Sanitary Landfill, Inc. (the "Corporation") for the election of directors and for the transaction of such other business as may come before the meeting shall be on the 15th day of March of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, at such time as shall be designated by the Board of Directors or the President. If the annual meeting shall not be held on the day hereinabove provided for, the Board shall call a special meeting for the election of directors, which meeting shall be held within two months after said day.

Section 2

Special Meetings. Special meetings of the stockholders, unless otherwise prescribed by statute, may be called at any time by the Board or the President and shall be called by the President or Secretary at the request in writing of stockholders of record owning at least fifty percentum of the shares of stock of the corporation outstanding and entitled to vote.

Section 3

Notice of Meetings. Notice of the place, date and time of the holding of each annual and special meeting of the stockholders and, in the case of a special

meeting, the purpose or purposes thereof, shall be given personally or by mail in a postage prepaid envelope to each stockholder entitled to vote at such meeting, not less than ten nor more than sixty days before the date of such meeting, and, if mailed, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board shall fix, after the adjournment, a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 4

Place of Meetings. Meetings of the stockholders may be held at such place, within or without the State of Delaware, as the Board or the officer calling the same shall specify in the notice of such meeting, or in a duly executed waiver of notice thereof.

Section 5

Quorum. At all meetings of the stockholders the holders of a majority of the votes of the shares of stock of the Corporation issued and outstanding and entitled to vote shall be present in person or by proxy to constitute a quorum for the transaction of any business, except when stockholders are required to vote by class, in which event a majority of the issued and outstanding shares of the appropriate class shall be present in person or by proxy, or except as otherwise provided by statute or in the Certificate of Incorporation. In the absence of a quorum, the holders of a majority of the shares of stock present in person or by proxy and entitled to vote, or if no stockholder entitled to vote is present, then any officer of the Corporation may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

Section 6

Organization. At each meeting of the stockholders, the President, or in his absence or inability to act, any person chosen by a majority of those stockholders present, in person or by proxy and entitled to vote, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

Section 7

Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

Section 8

Voting. Except as otherwise provided by statute, the Certificate of Incorporation, or any certificate duly filed in the State of Delaware pursuant to Section 151 of the Delaware General Corporation Law, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the stockholders to one vote for every share of such stock standing in his name on the record of stockholders of the Corporation on the date fixed by the Board as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or if such record date shall not have been so fixed, then at the close of business on the day next preceding the date on which notice thereof shall be given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; or each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of three years from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where an irrevocable proxy is permitted by law. Except as otherwise provided by statute, these By-Laws, or the Certificate of Incorporation, any corporate action to be taken by vote of the stockholders shall be authorized by a majority of the total votes, or when stockholders are required to vote by class by a majority of the votes of the appropriate class, cast at a meeting of stockholders by the holders of shares present in person or represented by proxy and entitled to vote on such action.

Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

Section 9

List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 10

Inspectors. The Board may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them fail to appear or act, the chairman of the meeting may, and on the request of any stockholder entitled to vote thereat shall appoint inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to

the best of his ability. The inspectors shall determine, in number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as inspector of an election of directors. Inspectors need not be stockholders.

Section 11

Consent of Stockholders in Lieu of Meeting. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders can be dispensed with: (1) if all of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken; or (2) unless the Certificate of Incorporation provides otherwise, with the written consent of the holders of not less than the minimum percentage of the total vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

ARTICLE II
Board of Directors

Section 1

General Powers. The business and affairs of the Corporation shall be managed by the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 2

Number, Qualifications, Election and Term of Office. The number of directors of the Corporation shall be at least one but, by vote of a majority of the entire Board or amendment of these By-Laws, the number thereof may be increased to such greater number as may be so provided, subject to the provisions of Section 11 of this Article II. All of the directors shall be of full age. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors shall be elected at the annual meeting of the stockholders for the election of directors at which a quorum is present, and the persons receiving a plurality of the votes cast at such election shall be elected. Each director shall hold office until the next annual meeting of the stockholders and until his successor shall have been duly elected and qualified or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Certificate of Incorporation.

Section 3

Place of Meeting. Meetings of the Board may be held at such place, within or without the State of Delaware, as the Board may from time to time determine or shall be specified in the notice or waiver of notice of such meeting.

Section 4

First Meeting. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of the stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of Delaware) which shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article II.

Section 5

Regular Meetings. Regular meetings of the Board shall be held quarterly at such place as the Board may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or these By-Laws.

Section 6

Special Meetings. Special meetings of the Board may be called by one or more directors of the Corporation or by the President.

Section 7

Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place (within or without the State of Delaware) of the meeting. Notice of each such meeting shall be delivered to each director either personally or by telephone, telegraph cable or wireless, at least twenty-four hours before the time at which such meeting is to be held or by first-class mail, postage prepaid, addressed to him at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him. Except as otherwise specifically required by these By-Laws, a notice or waiver of notice of any regular or special meeting need not state the purpose of such meeting.

Section 8

Quorum and Manner of Acting. A majority of the entire Board shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Certificate of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum at any meeting of the Board, a majority of the directors present thereat, or if no director be present, the Secretary, may adjourn such meeting to another time and place, or such meeting, unless it be the first meeting of the Board, need not be held. At any adjourned meeting at which a

quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Except as provided in Article III of these By-Laws, the directors shall act only as a Board and the individual directors shall have no power as such.

Section 9

Organization. At each meeting of the Board, the President, or, in his absence or inability to act, another director chosen by a majority of the directors present shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence or inability to act, any person appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

Section 10

Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11

Vacancies. Vacancies may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created

directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or holders of at least ten percent of the votes of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office. Except as otherwise provided in these By-Laws, when one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 12

Removal of Directors. Except as otherwise provided in the Certificate of Incorporation or in these By-Laws, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes of the issued and outstanding stock entitled to vote for the election of directors of the Corporation given at a special meeting of the stockholders called and held for the purpose; and the vacancy in the Board caused by any such removal may be filled by such stockholders at such meeting, or, if the stockholders shall fail to fill such vacancy, as in these By-Laws provided.

Section 13

Compensation. The Board shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the

Corporation in any capacity, provided no such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 14

Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE III
Executive and Other Committees

Section 1

Executive and Other Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Each committee shall keep written minutes of its proceedings and shall report such minutes to the Board when required. All such proceedings shall be subject to revision or alteration by the Board; provided, however, that third parties shall not be prejudiced by such revision or alteration.

Section 2

General. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide.

Notice of such meetings shall be given to each member of the committee in the manner provided for in Article II, Section 7. The Board shall have any power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board from appointing one or more committees consisting in whole or in part of persons who are not directors of the Corporation; provided, however, that no such committee shall have or may exercise any authority of the Board.

ARTICLE IV

Officers

Section 1

Number and Qualifications. The officers of the Corporation shall include the President, Vice President, Treasurer and Secretary. Any two or more offices may be held by the same person. Such officers shall be elected from time to time by the Board, each to hold office until the meeting of the Board following the next annual meeting of the stockholders, or until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall have resigned, or have been removed, as hereinafter provided in these By-Laws. The Board may from time to time elect, or the President may appoint, such other officers (including one or more Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers), and such agents, as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as may be prescribed by the Board or by the appointing authority.

Section 2

Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3

Removal. Any officer or agent of the Corporation may be removed, either with or without cause, at any time, by the vote of the majority of the entire Hoard at any meeting of the Board, or, except in the case of an officer or agent elected or appointed by the Board, by the President. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 4

Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these By-Laws for the regular election or appointment of such office.

Section 5

The President. The President shall be the Chief Executive Officer of the Corporation and shall have the general and active management of the business of the Corporation and general and active supervision and direction over the other officers, agents and employees and shall see that their duties are properly performed. He shall, if present, preside at each meeting of the stockholders and of the Board and shall be an ex-officio member of all committees of the Board. He shall perform all duties incident to the office of President and Chief Executive Officer and such other duties as may from time to time be assigned to him by the Board.

Section 6

Vice-President. The Vice President shall be vested with all the powers and shall be required to perform all the duties of the President in his

absence or disability and shall perform such other duties as may be prescribed by the Board or the President.

Section 7

The Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall exercise general supervision over the receipt, custody and disbursements of Corporate funds. He shall have such further powers and duties as may be conferred upon him from time to time by the President or the Board of Directors.

Section 8

The Secretary. The Secretary shall:

- (a) See or cause to be kept in one or more books provided for that purpose, the minutes of the meetings of the Board, the committees of the Board and the stockholders;
- (b) See that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) Be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;
- (d) See that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and
- (e) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or the President.

Section 9

Officers' Bonds or Other Security. If required by the Board, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board may require.

Section 10

Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board; provided, however, that the Board may delegate to the President the power to fix the compensation of officers and agents appointed by the President. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Indemnification

The Board of Directors may, to the fullest extent permitted by the General Corporation Law of Delaware, indemnify any and all persons who it shall have power to indemnify against any and all of the expenses, liabilities or other matters.

ARTICLE VI

Contracts, Loans, Checks,
Bank Accounts, Proxies

Section 1

Execution of Contracts. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, any contracts or other instruments

may be executed and delivered in the name and on behalf of the Corporation by such officer or officers (including any assistant officer) of the Corporation as the Board may from time to time direct. Such authority may be general or confined to specific instances as the Board may determine. Unless authorized by the Board or expressly permitted by these By-Laws, an officer or agent or employee shall not have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or to any amount.

Section 2

Loans. Unless the Board shall otherwise determine, the President, together with the Secretary may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances make, execute, deliver promissory notes, bonds and other certificates or evidences of indebtedness of the Corporation, but no officer or officers shall mortgage, pledge, hypothecate or transfer any securities or other property of the Corporation, except when authorized by the Board.

Section 3

Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation by such persons and in such manner as shall from time to time be authorized by the Board.

Section 4

Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by an officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation, or in such other manner as the Board may determine by resolution.

Section 5

General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

Section 6

Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the President or Vice President may from time to time appoint an attorney or attorneys or agent or agents, of the Corporation, in the name and on behalf of the Corporation to cast

the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VII

Shares, Etc.

Section 1

Stock Certificates. Each holder of stock of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board, certifying the number of shares of stock of the Corporation owned by him. The certificates representing shares of stock shall be signed in the name of the Corporation by the President and by the Secretary and sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent other than the Corporation or its employee, or is registered by a registrar other than the Corporation or one of its employees, the signature of the officers of the Corporation upon such certificates may be facsimiles, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon such certificates shall have ceased to be such officer before such certificates shall be issued, they may nevertheless be issued by the Corporation with the same effect as if such officer were still in office at the date of their issue.

Section 2

Books of Account and Record of Stockholders. The books and records of the Corporation may be kept at such places within or without the State of Delaware, as the Board of Directors may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

Section 3

Transfers of Shares. Transfers of shares of stock of the Corporation shall be made on the stock records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent or transfer clerk, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person in whose name any share or shares stand on the record of stockholders as the owner of such share or shares for all purposes, including, without limitation, the rights to receive dividends or other distributions, and to vote as such owner, and the Corporation may hold any such stockholder of record liable for calls and assessments and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in any such share or shares on the part of any other person whether or not it shall have express or other notice thereof. Whenever any transfers of shares shall be made for collateral security and not absolutely, and both the transferor and transferee request the Corporation to do so, such fact shall be stated in the entry of the transfer.

Section 4

Regulations. The Board may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer agents or one or more transfer clerks and one or more

registrars and may require all certificates for shares of stock to bear the signature or signatures of any of them.

Section 5

Lost, Destroyed or Mutilated Certificates. The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate and the Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which the owner thereof shall alleged to have been lost, stolen, or destroyed or which shall have been mutilated, and the Board may, in its discretion, require such owner or his legal representatives to give to the Corporation a bond in such sum, limited or unlimited, and in such form and with such surety or sureties as the Board in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate, or the issuance of a new certificate. Anything herein to the contrary notwithstanding, the Board, in its absolute discretion, may refuse to issue any such new certificate, except pursuant to legal proceedings under the laws of the State of Delaware.

Section 6

Stockholder's Right of Inspection. Any stockholder, in person or by attorney or other agent, upon written demand under oath stating the purpose thereof, has the right during the usual hours of business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder.

In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Delaware or at its principal place of business.

Section 7

Fixing of Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE VIII

Offices

Section 1

Registered Office. The registered office of the Corporation in the State of Delaware shall be at 1310 King Street, Wilmington, New Castle County, Delaware. The registered agent shall be Prickett, Jones, Elliott & Kristol.

Section 2

Other Offices. The Corporation may also have an office or offices other than said principal office at such place or places, either within or without the State of Delaware, as the Board shall from time to time determine or the business of the Corporation may require.

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall end on the 31st day of August of each year and begin on the first day of September of each year.

ARTICLE X

Seal

The Board shall provide a corporate seal, which shall be in the form of the name of the Corporation and the words and figures "Corporate Seal 1981, Delaware".

ARTICLE XI

Amendments

These By-Laws may be amended or repealed, or new By-Laws may be adopted, at any annual or special meeting of the stockholders, by a majority of the stockholders, by a majority of the total votes of the stockholders or when stockholders are required to vote by class by a majority of the appropriate class, present in person or represented by proxy and entitled to vote on such action; provided, however, that the notice of such meeting shall have been given as

provided, however, that the notice of such meeting shall have been given as provided in these By-Laws, which notice shall mention that amendment or repeal of these By-Laws, or the adoption of new By-Laws, is one of the purposes of such meetings; and provided, further, that By-Laws adopted by the Board may be amended or repealed by the stockholders as hereinabove provided.



DO NOT PUBLISH THIS SECTION

AZ CORPORATION COMMISSION
FILED
APR 14 2006

ARTICLE 1
The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

ARTICLES OF ORGANIZATION

FILE NO. L-1277931-6

A.R.S. §29-632

ARTICLE 2
May be in care of the statutory agent.

- 1. Name. The name of the limited liability company is:

Allied Waste Systems of Arizona, LLC

- 2. Known Place of Business. The address of the company's known place of business in Arizona is:

26999 HWY 95, MILE POST 128
PARKER, AZ 85344

- 3. Statutory Agent. (In Arizona) The name and street address of the statutory agent of the company is:

C T Corporation System
3225 North Central Avenue
Phoenix, Arizona 85012

ARTICLE 3
The statutory agent must provide a street address. If statutory agent has P.O. Box, then they must also provide a street address/location. The agent must sign the Articles or provide a consent in acceptance of appointment.

Acceptance of Appointment By Statutory Agent

I CT Corporation System, having been designated to act as Statutory Agent, hereby consent to act in that
(Printed Name)
capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

The agent must consent to the appointment by executing the document.

Maria Ozaeta
Vice President

/s/ Maria Ozaeta

Signature of Statutory Agent

C T Corporation System
[If signing on behalf of a company serving as
statutory agent, print company name here]

ARTICLES 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

- 4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is:

DO NOT PUBLISH THIS SECTION
ARTICLE 5

Check which management structure will be applicable to your company. Provide name, title and address for each person.

5. Management.

- o Management of the limited liability company is vested in a manager or managers.
The names and addresses of each person who is a manager **AND** each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Name:	_____	_____
Address:	_____	_____
City, State, Zip:	<input type="checkbox"/> member <input type="checkbox"/> manager	<input type="checkbox"/> member <input type="checkbox"/> manager
Name:	_____	_____
Address:	_____	_____
City, State, Zip:	<input type="checkbox"/> member <input type="checkbox"/> manager	<input type="checkbox"/> member <input type="checkbox"/> manager

Name: Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

Browning-Ferris Industries, LLC

Address:	<input checked="" type="checkbox"/> member	<input type="checkbox"/> member
City, State, Zip:	15880 N Greenway-Hayden Lp, Suite 100	_____
Name:	Scottsdale, AZ 85260	_____
Address:	_____	_____
City, State, Zip:	<input type="checkbox"/> member	<input type="checkbox"/> member

The person(s) executing this document need not be manager or member(s) of the company.

EXECUTED this 13th day of April, 2006.

Your fax and phones number is optional.

_____ /s/ Jo Lynn White [Signature]	_____ [Signature]
---	----------------------

_____ [Print Name Here]	Jo Lynn White, Asst. Secretary of Allied Waste North America, Inc., sole member of Browning-Ferris Industries, LLC, member. _____ [Print Name Here]
----------------------------	--

PHONE 480-627-2700

FAX 480-627-7115

See A.R.S. §29-601 et seq. for more info.

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF ARIZONA, LLC**

This Operating Agreement is executed as of April 14, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Systems of Arizona, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Arizona law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Arizona shall be CT Corporation System, 3224 North Central Avenue, Phoenix, Arizona 85012, County of Maricopa. The registered office may be changed to any other place within the State of Arizona upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Arizona are CT Corporation System, 3224 North Central Avenue, Phoenix, Arizona 85012. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Arizona, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Arizona. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 29.781 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 29.781 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Arizona Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Arizona Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Arizona Law. The laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Arizona Limited Liability Company Act, as set forth in ARC § 29.601-29.857, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including

payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00



Colorado Secretary of State
Date and Time: 05/12/2006 11:25 AM
Entity Id: 20061193222

Document processing fee

If document is filed on paper

If document is filed electronically

\$125.00

\$ 25.00

Document number: 20061193222

Fees & forms/cover sheets are subject to change.

To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to §7-90-301, et seq. and §7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. Entity name: Allied Waste Systems of Colorado, LLC
(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "llc", "l.l.c.", or "Ltd." §7-90-601, C.R.S.)

2. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):
o "bank" or "trust" or any derivative thereof
o "credit union" o "savings and loan"
o "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 15880 N Greenway-Hayden Loop
(Street name and number)
Suite 100
Scottsdale AZ 85260
(City) (State) (Postal/Zip Code)
United States
(Province — if applicable) (Country — if not US)

4. Principal office mailing address (if different from above):
(Street name and number or Post Office Box information)
(City) (State) (Postal/Zip Code)
(Province — if applicable) (Country — if not US)

5. Registered agent name (if an individual):
(Last) (First) (Middle) (Suffix)
OR (if a business organization): The Corporation Company

6. The person identified above as registered agent has consented to being so appointed.

7. Registered agent street address:
1675 Broadway
(Street name and number)
Denver CO 80202
(City) (State) (Postal/Zip Code)

8. Registered agent mailing address
(if different from above):

(Street name and number or Post Office Box information)

<hr/> <i>(City)</i>	<hr/> <i>(State)</i>	<hr/> <i>(Postal/Zip Code)</i>
<hr/> <i>(Province — if applicable)</i>	<hr/> <i>(Country — if not US)</i>	

9. Name(s) and mailing address(es) of person(s) forming the limited liability company:

(if an individual)
OR (if a business organization)

<hr/> White <i>(Last)</i>	<hr/> Jo <i>(First)</i>	<hr/> L <i>(Middle)</i>	<hr/> <i>(Suffix)</i>
------------------------------	----------------------------	----------------------------	-----------------------

15880 N Greenway-Hayden Loop
(Street name and number or Post Office Box information)

Suite 100

<hr/> Scottsdale <i>(City)</i>	<hr/> AZ <i>(State)</i>	<hr/> 85260 <i>(Postal/Zip Code)</i>
<hr/> <i>(Province — if applicable)</i>	<hr/> United States <i>(Country — if not US)</i>	

(if an individual)
OR (if a business organization)

(Street name and number or Post Office Box information)

<hr/> <i>(City)</i>	<hr/> <i>(State)</i>	<hr/> <i>(Postal/Zip Code)</i>
<hr/> <i>(Province — if applicable)</i>	<hr/> United States <i>(Country — if not US)</i>	

(if an individual)

<hr/> <i>(Last)</i>	<hr/> <i>(First)</i>	<hr/> <i>(Middle)</i>	<hr/> <i>(Suffix)</i>
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OR (if a business organization)

(Street name and number or Post Office Box information)

<hr/> <i>(City)</i>	<hr/> <i>(State)</i>	<hr/> <i>(Postal/Zip Code)</i>
<hr/> <i>(Province — if applicable)</i>	<hr/> United States <i>(Country — if not US)</i>	

(If more than three persons are forming the limited liability company, mark this box o and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)

10. The management of the limited liability company is vested in managers o
OR is vested in the members
11. There is at least one member of the limited liability company.

12. (Optional) Delayed effective date:

_____.
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box o and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

14. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

White <i>(Last)</i>	Jo <i>(First)</i>	L <i>(Middle)</i>	_____ <i>(Suffix)</i>
15880 N Greenway-Hayden Loop <i>(Street name and number or Post Office Box information)</i>			
Suite 100			
Scottsdale <i>(City)</i>	AZ <i>(State)</i>	85260 <i>(Postal/Zip Code)</i>	
_____ <i>(Province — if applicable)</i>	United States <i>(Country — if not US)</i>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box o and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF COLORADO, LLC**

This Operating Agreement is executed as of May 12, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 **Name.** The name of the Company is Allied Waste Systems of Colorado, LLC. The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Colorado law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Colorado shall be The Corporation Trust Company, 1675 Broadway, Denver, Colorado, 80202. The registered office may be changed to any other place within the State of Colorado upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Colorado are The Corporation Trust Company, 1675 Broadway, Denver, Colorado, 80202. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 **Term.** The term of the Company shall commence on the date the Certification of Formation is filed in Colorado, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Colorado. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 7-80-808 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 7-80-808 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Colorado Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Colorado Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Colorado Law. The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Colorado Limited Liability Company Act, as set forth in Title 7, Article 8 § 7-80-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:57 PM 12/07/2006
FILED 07:58 PM 12/07/2006
SRV 061121318 - 4264020 FILE

CERTIFICATE OF FORMATION
OF
ALLIED WASTE SYSTEMS OF INDIANA, LLC

1. The name of the limited liability company is:
Allied Waste Systems of Indiana, LLC
2. The limited liability company is to be managed by its members.
3. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Systems of Indiana, LLC this 7th day of December, 2006.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Assistant Secretary of
Allied Waste North America, Inc., Sole Member
of Browning-Ferris industries, LLC

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF INDIANA, LLC**

This Operating Agreement is executed as of December 7, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Systems of Indiana, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.9 hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“**Company**” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“**Member**” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement,

“Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries, LLC
18500 North Allied Way
Phoenix, AZ 85054

Initial Capital
Contribution
\$100.00

[ILLEGIBLE]

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received
AUG 24 2005

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is started in the document.

FILED
AUG 24 2005
Administrator
BUREAU OF COMMERCIAL SERVICES

517-663-2525 Ref #52244
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI 48827

EFFECTIVE DATE

[ILLEGIBLE] Document will be returned to the name and address you enter above. [ILLEGIBLE]
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies B 29-39J
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Allied Waste Systems of Michigan, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

non-hazardous solid waste management

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

30600 Telegraph Road Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

_____, Michigan
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (insert any desired additional provision authorized by the Act: attach additional pages if needed.)

Signed this 23rd day of August, 2005

By /s/ Jo Lynn White _____
(Signature(s) of Organizer (s))

Jo Lynn White, Authorized Representative _____
(Type or Print Name(s) of Organizer(s))

[ILLEGIBLE]

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF MICHIGAN, LLC**

This Operating Agreement is executed as of August 24, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Systems of Michigan, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Michigan law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Michigan shall be The Corporation Company, 30600 Telegraph Road, Birmingham Farms, Michigan, County of Oakland. The registered office may be changed to any other place within the State of Michigan upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Michigan are The Corporation Company, 30600 Telegraph Road, Birmingham Farms, Michigan. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Michigan, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Michigan. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 450.4801(d) of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 450.4805(1) of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Michigan Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Michigan Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Michigan Law. The laws of the State of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Michigan Limited Liability Company Act, as set forth in Michigan Compiled Laws § 450.4101 - 450.5200 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company

By: /s/ Jo Lynn White
Jo Lynn White
Secretary

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

STATE OF MONTANA

ARTICLES of ORGANIZATION for DOMESTIC LIMITED LIABILITY COMPANY (35-8-202, MCA)

Prepare, sign, submit with an original signature and filing fee. This is the minimum information required. (This space for use by the Secretary of State only)

STATE OF MONTANA

FILED

APR 25 2006

SECRETARY OF STATE

MAIL: BRAD JOHNSON Secretary of State P.O. Box 202801 Helena, MT 59620-2801 (406)444-3665 (406)444-3976 sos.mt.gov
PHONE:
FAX:
WEB SITE:



Filing Fee: \$70.00
Priority Filing Add \$20.00

Executed by the undersigned for the purpose of forming a Montana Limited Liability Company.

PLEASE CHECK ONE BOX:

[x] Limited Liability Company o Professional Limited Liability Company

1. The name of the limited liability company: Allied Waste Systems of Montana, LLC (Must contain "limited liability company", "limited company" or if Professional, "professional limited liability company", or an abbreviation)

2. The name and address of its registered office/agent in Montana:

Name: C T Corporation System

Street Address: 40 West Lawrence, Suite A (Mailing Address: P.O. Box 1166, Helena, MT 59624-1166)

City: Helena Montana, Zip Code: 59601

Signature of Registered Agent (Required): /s/ Amy D. Christensen

AMY D. CHRISTENSEN Assistant Secretary

3. The address of its principal place of business in Montana:

Street Address: Old Coal Mine Road

City: Missoula Montana, Zip Code: 59802

4. (Check one) o Term [x] At Will

If Term, the latest date on which the LLC is to dissolve:

5. The LLC will be managed by (check one) a o Manager or by its [x] Members

6. The names of the Managers or Members and street addresses are:

Browning-Ferris Industries, LLC. 15880 N Greenway-Hayden Loop, Suite 100, Scottsdale, AZ 85260

7. If one or more members of the company are liable for the LLC's debts and obligations under 35-8-304(3), MCA, please provide a list of liable members and attach written consents of each.

8. If a Professional Limited Liability Company, the services to be provided:

9. /s/ Jo Lynn White

Signature of Organizer

Date

Jo Lynn White, Secretary

April 24, 2006

Printed Name and Title

**AMENDED OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF MONTANA, LLC**

This Amended Operating Agreement is executed as of April 25, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY.

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Montana Limited Liability Act, Title 35, Chapter 8, MCA (the "Act"), and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 **Name.** The name of the Company is Allied Waste Systems of Montana, LLC. The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Montana law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Montana shall be CT Corporation System, 40 West Lawrence, Helena, Montana, 59601. The registered office may be changed to any other place within the State of Montana upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Montana are CT Corporation System, 40 West Lawrence, Helena, Montana, 59601. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 **Term.** The term of the Company shall commence on the date the Articles of Organization are filed in Montana, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Articles of Organization. The Member shall cause Articles of Organization to be filed in the State of Montana. The Member shall file any amendments to the Articles of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Articles of Organization, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agency(ies).

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS.

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS.

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS.

4.1 Profits and Losses. Unless otherwise required by the Act, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT.

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS.

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION.

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of an order or decree of dissolution under the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 35-8-903, MCA. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until Articles of Termination have been filed with the Montana Secretary of State or until an order dissolving the Company has been issued by the Montana Secretary of State, or a decree of dissolution has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or Court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, Articles of Termination shall be executed and filed by the Member with the Montana Secretary of State.

SECTION 8. MISCELLANEOUS.

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Montana Law. The laws of the State of Montana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Montana Limited Liability Company Act, as set forth in MCA § 35.8.101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.9 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Jo Lynn White
Jo Lynn White
Secretary

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries, LLC
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

STATE OF NEW JERSEY
DIVISION OF REVENUE
PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 12, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name:

Allied Waste Systems of New Jersey, LLC

2. Alternate Business Name:

3. Type of Business Entity: L L C

(See Instructions for Codes, Page 9, Item 3)

4. Business Purpose:

(See Instructions, Page 9, Item 4)

Non-hazardous solid waste management

5. Stock (Domestic Corporations Only — Total Shares):

6. Duration (If Indefinite or Perpetual, Leave Blank):

7. State of Formation/Incorporation (Foreign Entities Only):

8. Date of Formation/Incorporation (Foreign Entities Only):

9. Contact Information:

Registered Agent Name: The Corporation Trust Company

Registered Office

(Must be a New Jersey address with street address)

Street 820 Bear Tavern Road

City West Trenton Zip 08628

Main Business or Principal Business Address

(If different than the Registered Office)

Street 15880 N. Greenway-Hayden Loop, Suite 100

City Scottsdale State AZ Zip 85260

10. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
Domestic Non-Profits list Board of Trustees, minimum of 3;
Limited Partnerships list all General Partners.

Table with 5 columns: Name, Street Address, City, State, Zip. Contains three rows of blank lines for data entry.

11. Incorporators (Domestic Corporations Only, minimum of 1)

Table with 5 columns: Name, Street Address, City, State, Zip. Contains two rows of blank lines for data entry.

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

** Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Table with 4 columns: Signature, Name, Title, Date. Row 1: Allied Waste North America, Inc., Sole Member; Row 2: /s/ Steven M. Helm, Steven M. Helm, Vice President, Legal, 2/18/00

New Jersey Department of State
Division of Commercial Recording
Certificate of Formation, Limited Liability Company

This form may be used to record the formation of a Limited Liability Company under and by virtue of New Jersey State law. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Company Act, and insure that all applicable filing requirements are met. Applicants are advised to seek out private legal assistance before submitting filings to the Secretary's office.

1. Name of Limited Liability Company: Allied Waste Systems of New Jersey, LLC
2. The purpose for which this Limited Liability Company is organized is: Non-hazardous solid waste management
3. Date of formation:
4. Registered Agent Name & Address (must be in NJ):
The Corporation Trust Company
820 Bear Tavern Road, West Trenton, New Jersey 08628
5. Dissolution date: indefinite
6. Other provisions (list below or attach to certificate):

The undersigned represent(s) that this Limited Liability Company has two or more members, and that this filing complies with requirements detailed in NJSA 42. The undersigned hereby request(s) that they are authorized to sign this certificate on behalf of the Limited Liability Company.

Allied Waste North America, Inc., Sole Member

Signature: By: /s/ Steven M. Helm Date: 2/18/00
Steven M. Helm, Vice President, Legal

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF NEW JERSEY, LLC**

This Operating Agreement is executed as of February 23, 2000, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Systems of New Jersey, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New Jersey shall be 820 Bear Tavern Road, West Trenton, NJ 08628. The registered office may be changed to any other place within the State of New Jersey upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New Jersey are The Corporation Trust Company, 820 Bear Tavern Road, West Trenton, New Jersey 08628. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New Jersey, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New Jersey. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 New Jersey Law. The laws of the State of New Jersey shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the New Jersey Limited Liability Company Act, as set forth in Title 42:2B of the New Jersey Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Steven M. Helm

Its: Vice President, Legal

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

SOSID: 807867
 Date Filed: 10/14/2005 9:03:00 AM
 Elaine F. Marshall
 North Carolina Secretary of State
 C200528600315

State of North Carolina
Department of the Secretary of State
Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Allied Waste Systems of North Carolina, LLC
2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: *(If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.)* perpetual
3. The name and address of each person executing these articles of organization is as follows: *(State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed here).*

Jo Lynn White, Organizer, 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, AZ 85260

4. The street address and county of the initial registered office of the limited liability company is:

Number and Street: 225 Hillsborough Street

City, State, Zip Code Raleigh, North Carolina 27603 County Wake

5. The mailing address, *if different from the street address*, of the initial registered office is:

6. The name of the initial registered agent is: C T Corporation System

7. Principal office information: *(Select either a or b.)*

a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 15880 N. Greenway-Hayden Loop, Suite 100

City, State, Zip Code Scottsdale, AZ 85260 County Maricopa

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. The limited liability company does not have a principal office.

8. Check one of the following:

(i) **Member-managed LLC**: all members by virtue of their status as members shall be managers of this limited liability company.

(ii) **Manager-managed LLC**: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

9. Any other provisions which the limited liability company elects to include are attached.

10. These articles will be effective upon filing, unless a date and/or time is specified:

This is the 12th day of October, 2005.

/s/ Jo Lynn White

Signature

Jo Lynn White, Organizer

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION
(Revised January 2002)

P.O. Box 29622

RALEIGH, NC 27626-0622
(Form L-01)

Instructions for Filing

**OPERATING AGREEMENT OF
ALLIED WASTE SYSTEMS OF NORTH CAROLINA, LLC**

This Operating Agreement is executed as of October 14, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Systems of North Carolina, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under North Carolina law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of North Carolina shall be CT Corporation System, 225 Hillsborough Street, Raleigh, North Carolina, County of Wake. The registered office may be changed to any other place within the State of North Carolina upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in North Carolina are CT Corporation System, 225 Hillsborough Street, Raleigh, North Carolina. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in North Carolina, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of North Carolina. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 57C-6-02.3 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 57C-6-04 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the North Carolina Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the North Carolina Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 North Carolina Law. The laws of the State of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the North Carolina Limited Liability Company Act, as set forth in North Carolina General Statutes § 57C et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement,

“Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Steven M. Helm

Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

Entity Number
2985269

Limited Partnership (§ 8512)
 Limited Liability Company (§ 8951)

Name _____
Address CT CORP-COUNTER _____
City State Zip Code _____

Document will be returned to the name and address you enter to the left.

Fee: \$70

Filed in the Department of State on AUG 24 2005

[ILLEGIBLE]

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:

BFI Waste Systems of Pennsylvania, LLC

2. The date of filing of the original Certificate of Limited Partnership/Organization: January 26, 2001

3. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

The name of the company is Allied Waste Systems of Pennsylvania, LLC

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

- The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this 23rd day of August, 2005.

BFI WASTE SYSTEMS OF PENNSYLVANIA, LLC
Name of Limited Partnership/Limited Liability Company

/s/ Jo Lynn White

Signature

Jo Lynn White, Secretary of Browning-Ferris Industries, LLC member

Title

Microfilm Number _____

Filed with the Department of State on JAN 26 2001

Entity Number 2985269 _____

[ILLEGIBLE]
Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY
DSCB: 15-8913 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that

1. The name of the limited liability company is: BFI Waste Systems of Pennsylvania, LLC

2. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____
Number and Street City State Zip County

(b) c/o: C T Corporation System Alleghney
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

3. The name and address, including street and number, if any, of each organizer are:

NAME ADDRESS
Susan M. Wissink 3003 N. Central Avenue, Suite 2600, Phoenix, Arizona 85012

4.

5.

6. The specified effective date, if any is:

_____ month day year hour, if any

7.

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 25th day of January, 2001

/s/ Susan M. Wissink

(Signature)

(Signature)

(Signature)

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Pennsylvania, LLC, a Pennsylvania limited liability company (the “**Company**”), dated as of January 26, 2001 (the “**Agreement**”), by BFI Waste Systems of North America, Inc., a Delaware corporation (“**Original Member**”). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, LLC, a Delaware limited liability company (the “**Substituted Member**”).

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: August 24, 2005.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

BROWNING-FERRIS INDUSTRIES, LLC

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

**OPERATING AGREEMENT
OF
BFI WASTE SYSTEMS OF PENNSYLVANIA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Pennsylvania, LLC (the "Company") is executed as of January 26, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Waste Systems of Pennsylvania, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of landfill operations, and to engage in any other activity permitted under Pennsylvania law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Pennsylvania shall be 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The registered office may be changed to any other place within the State of Pennsylvania upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Pennsylvania are CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President

shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, talking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever land in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Section 8971(a)(4) of the Act.
- (d) The entry of an order of judicial dissolution under Section 8972 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of dissolution with the Pennsylvania Department of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Pennsylvania Limited Liability Company Act, as set forth in § 8901 et. seq., of the Pennsylvania Code, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of Pennsylvania, LLC

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

Name and Address of Member

BFI Waste Systems of North America, Inc.
15880 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00

Percentage
Interest
100%

CERTIFICATE OF INCORPORATION
OF
THETA OF HINSDALE, INC.

* * * * *

1. The name of the corporation is THETA OF HINSDALE, INC.

2. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To acquire, manage and operate service industries and waste management companies.

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
S. E. Widdoes	100 West Tenth Street Wilmington, Delaware 19801
G. J. Coyle	100 West Tenth Street Wilmington, Delaware 19801
R. A. Finger	100 West Tenth Street Wilmington, Delaware 19801

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member

of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or by-laws, expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate

franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 14th day of August, 1972.

S. E. Widdoes _____

G. J. Coyle _____

R. A. Finger _____

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

THETA OF HINSDALE, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY.

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of THETA OF HINSDALE, INC. be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

"The name of the corporation is THETA ASSOCIATES, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said THETA OF HINSDALE, INC. has caused this certificate to be signed by BERNARD J. KILEY, JR., its President, and attested by JOHN R. FIELDING, its Secretary, this 22nd day of August, 1972.

THETA OF HINSDALE, INC.

By: /s/ Bernard J. Kiley, Jr.
President

ATTEST:

By: /s/ John R. Fielding
Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THETA ASSOCIATES, INC.

* * *

THETA ASSOCIATES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That Article 4 of the Certificate of Incorporation be and it hereby is amended to read as follows:

The total number of shares of stock which the corporation shall have authority to issue is three hundred thousand (300,000) and the par value of each share is One Dollar (\$1.00), amounting in the aggregate to Three Hundred Thousand Dollars (\$300,000).

SECOND: That the amendment was duly adopted in accordance with the provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said THETA ASSOCIATES, INC. has caused this certificate to be signed by Be J. Kiley, its President and attested by Frank J. Newman, its Secretary this 27th day of November, 1972.

THETA ASSOCIATES, INC.

By: /s/ Be J. Kiley
Be J. Kiley, President

ATTEST:

By: /s/ Frank J. Newman
Frank J. Newman, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

THETA ASSOCIATES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of THETA ASSOCIATES, INC. by the unanimous written consent of its members filed with the minutes of the board, a duly adopted resolution setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered 4 so that, as amended said Article shall be and read as follows:

The total number of shares of stock which the corporation shall have authority to issue is three million (3,000,000) and the par value of each share is one dollar (\$1.00) amounting in the aggregate to three million dollars (\$3,000,000).

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said THETA ASSOCIATES, INC. has caused this certificate to be signed by B. J. Kiley its President, and attested by Frank J. Newman, its Secretary, this 8th day of June, 1973.

THETA ASSOCIATES, INC.

By: /s/ B. J. Kiley
President

ATTEST:

By: /s/ Frank J. Newman
Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

THETA ASSOCIATES, INC., a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY.

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of THETA ASSOCIATES, INC. be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

"The name of the corporation is THETA SYSTEMS, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said THETA ASSOCIATES, INC. has caused this certificate to be signed by BERNARD J. KILEY, its President, and attested by FRANK J. NEWMAN, its Secretary, this 27th day of August, 1973.

ATTEST: THETA ASSOCIATES, INC.

By: /s/ Frank J. Newman
Secretary

By: /s/ Bernard J. Kiley
President

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

* * * * *

THETA SYSTEMS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a meeting held on March 20, 1975 adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of THETA SYSTEMS, INC. be amended by changing the Article thereof numbered 4 so that, as amended said Article shall be and read as follows:

"The total number of shares of stock which the corporation shall have authority to issue is five million (5,000,000) and the par value of each share shall be \$.25 per share amounting in the aggregate to one million two hundred and fifty thousand dollars (\$1,250,000)".

SECOND: That thereafter, pursuant to resolution to its Board of Directors, a special meeting of the stockholder of said corporation was duly called and held, upon notice in accordance with section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under of by reason of said amendment.

IN WITNESS WHEREOF, said THETA SYSTEMS, INC. has caused this certificate to be signed by B. J. Kiley its President, and attested by Frank J. Newman, its Secretary, this 1st day of May, 1975.

THETA SYSTEMS, INC.

By: /s/ B. J. Kiley
President

CORPORATE SEAL

ATTEST:

By: /s/ Frank J. Newman
Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

THETA SYSTEMS, INC., a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY.

FIRST: That the Board of Directors of said corporation, by the unanimous consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the certificate of Incorporation of this Corporation be amended by changing the Article thereof numbered 4 so that, as amended, the said Article shall be and read as follows:

The aggregate number of shares which the Corporation is authorized to issue is 5,100,000 divided into two classes. The designation of each class, the number of shares of each class, the par value or a statement that the shares of any class are without par value, are as follows:

<u>Class</u>	<u>Series (if any)</u>	<u>No. of Shares</u>	<u>Par value per share or statement that shares are without par value</u>
Common	None	5,000,000	\$.25
Preferred	Issuable in series	100,000	Without Par Value

The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

(a) The holders of preferred shares of each series shall be entitled to receive, when and as declared by the board of directors, dividends at the rate fixed for such series, and no more, payable in quarterly installments on the last days of March, June, September, and December in each year. Dividends on preferred shares shall be cumulative from and after the respective dates of issuance. No dividends shall be declared on the shares of any series of preferred shares for any dividend period unless the full dividend for all prior dividend periods, as declared by the board of directors, shall have been declared or shall be declared at the same time upon all preferred shares outstanding during such prior dividend periods. No dividends shall be declared or paid on the common shares unless full dividends on the preferred shares for all past dividend periods, as declared by the board of directors, and for the current dividend period, shall have been declared and the corporation shall have paid such dividends or shall have set apart a sum sufficient for the payment thereof.

(b) In the event of any dissolution, liquidation or winding up of the corporation, whether voluntary or involuntary, the holders of the then outstanding preferred shares shall be entitled to receive the fixed amount payable in such event plus a sum equal to the amount of all accumulated and unpaid dividends thereon at the dividend rate fixed for such shares; after such payment to the holders of preferred shares the remaining assets and funds of the corporation shall be distributed pro rata among the holders of the common shares. A consolidation, merger or reorganization of the corporation with any other corporation or corporations, or a sale of all or substantially all of the assets, of the corporation, shall not be considered a dissolution, liquidation or winding up of the corporation within the meaning of these provisions.

(c) Authority is hereby vested in the board of directors to divide any or all of the preferred shares into series and, within the limitations provided by law and the Articles of Incorporation, as amended, to fix and determine; the rate of dividend; the price at and the terms and conditions on which shares may be redeemed; the amount or amounts payable upon shares in event of either voluntary or involuntary liquidation; sinking fund provisions for the redemption or purchase of shares, the terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion; and such other rights, privileges and preferences of the shares of any series so established.

(d) No holder of shares of any class of the corporation shall have any pre-emptive right to subscribe for or acquire additional shares of the corporation of the same or any other class, whether such shares be hereby or hereafter authorized;

and no holder of shares of any class of the corporation shall have any pre-emptive right to acquire any shares which may be held in the treasury of the corporation; all such additional or treasury shares may be sold for such consideration, at such time, and to such person or persons as the board of directors may from time to time determine.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said THETA SYSTEMS, INC. has caused this certificate to be signed by B.J. KILEY, its President, and attested by FRANK J. NEWMAN, its Secretary, this 4th day of November, 1975.

THETA SYSTEMS, INC.

By: /s/ B.J. Kiley
B.J. Kiley, President

ATTEST:

By: /s/ Frank J. Newman
Frank J. Newman, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THETA SYSTEMS, INC.

Adopted in accordance with
the provisions of Sections
228 and 242 of the General
Corporation Law of the State
of Delaware

Theta Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended so that Article I thereof, in its entirety, shall be and read as follows:

ARTICLE I

The name of the Corporation is:
Laidlaw Waste Systems Inc.

SECOND: That in lieu of a meeting and vote of the sole stockholder, the sole stockholder has given written consent to said amendment in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Theta Systems, Inc. has caused this certificate to be signed by its President and attested by its Secretary this 5th day of February, 1982.

Theta Systems, Inc.

By: /s/ Ron Murray

Ron Murray, President

Attest:

By: /s/ D. Higson

D. Higson, Assistant Secretary

RECEIVED FOR RECORD

FEB 9, 1982

LEO J. DUGAN, Jr., Recorder

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
LAIDLAW WASTE SYSTEMS INC.

Adopted in accordance with
the provisions of Sections
228 and 242 of the General
Corporation Law of the
State of Delaware

Laidlaw Waste Systems Inc., a corporation organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended so that Article 4 thereof, in its entirety, shall be and read as follows:

“The total number of shares of stock which the corporation shall have authority to issue is 1,000 which are of one class as follows: 1,000 shares of Common Stock with par value of \$.25 per share.”

SECOND: That in lieu of a meeting and vote of the sole stockholder, the sole stockholder has given written consent to said amendment in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Laidlaw Waste Systems Inc. has caused this certificate to be signed by its President and attested by its Secretary this 30th day of December, 1982.

Laidlaw Waste Systems Inc.

By: /s/ Ronald S. Murray
Ronald S. Murray, President

Attest:

By: /s/ Harold W. Fritz
Harold W. Fritz, Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
LAIDLAW WASTE SYSTEMS INC.

LAIDLAW WASTE SYSTEMS INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY THAT:

FIRST: That the Board of Directors of said Corporation adopted on December 20, 1990 in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware a resolution proposing the following amendment to the Certificate of Incorporation of said Corporation:

BE IT RESOLVED THAT:

1. The Articles of the Certificate of Incorporation be amended by adding thereto a new Article 10 as follows:

"10. A Director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except that this Article 10 shall not eliminate or limit a director's liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the Director derived an improper personal benefit.

The provisions of this Article 10 shall not be deemed to limit or preclude indemnification of a Director by the Corporation for any liability of a Director which has not been eliminated by the provisions of this Article 10."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent on December 20, 1990 in accordance with the applicable provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said LAIDLAW WASTE SYSTEMS INC. has caused this Certificate to be signed by its President and attested by its Secretary this 20th day of December, 1990.

LAIDLAW WASTE SYSTEMS INC.

By: /s/ Nigel G.H. Guilford

Nigel G.H. Guilford, President

/s/ Dick van Wyck

Dick van Wyck, Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

* * * * *

LIDLAW WASTE SYSTEMS INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY:**

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems Inc. be amended by changing the FOURTH Article thereof so that, as amended, said Article shall be and read as follows:

"4. The total number of shares of stock which the corporation shall have authority to issue is two thousand (2,000) and the par value of each of such share is One Dollar (\$1.00) amounting in the aggregate to Two-Thousand Dollars (\$2,000.00)."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Laidlaw Waste Systems Inc. has caused this certificate to be signed by Kenneth L. Lyons, its President and attested by Dick van Wyck, its Secretary, this 26th day of August, 1992.

LIDLAW WASTE SYSTEMS INC.

By: /s/ Kenneth L. Lyons
Kenneth L. Lyons, President

ATTEST:

By: /s/ Dick van Wyck
Dick van Wyck, Secretary

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION

Laidlaw Waste Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“ARTICLE I. The name of the Corporation is Allied Waste Systems, Inc.”

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Laidlaw Waste Systems has caused this certificate to be signed by Thomas K. Kehoe, its Secretary, this 5th day of July, 1997.

LIDLAW WASTE SYSTEMS, INC.

By: /s/ Thomas K. Kehoe
Thomas K. Kehoe, Secretary

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
LIDLAW WASTE SYSTEMS (ATLANTIC) INC.,
LIDLAW WASTE SYSTEMS (CONTINENTAL) INC., and
LIDLAW WASTE SYSTEMS (SUNBELT) INC.
INTO
LIDLAW WASTE SYSTEMS INC.

LIDLAW WASTE SYSTEMS INC., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the August 14, 1972, pursuant to the General Corporation Law of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of:

- (a) Laidlaw Waste Systems (Atlantic) Inc., a corporation incorporated on July 24, 1989, pursuant to the General Corporation Law of Delaware;
- (b) Laidlaw Waste Systems (Continental) Inc., a corporation incorporated on July 24, 1989, pursuant to the General Corporation Law of Delaware; and
- (c) Laidlaw Waste Systems (Sunbelt) Inc., a corporation incorporated on July 24, 1989, pursuant to the General Corporation Law of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 25th day of August, 1992, determined to and did merge into itself said Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc.

RESOLVED, that Laidlaw Waste Systems Inc. merge, and it hereby does merge into itself said Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental)

Inc. and Laidlaw Waste Systems (Sunbelt) Inc., and assumes all of their obligations.

FURTHER RESOLVED, that the merger shall be effective on September 1, 1992.

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc., and assume their liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

FURTHER RESOLVED, that this corporation change its corporate name by changing Article One of the Certificate of Incorporation of this corporation to read as follows:

Article One. The name of the corporation is Laidlaw Waste Systems, Inc.

IN WITNESS WHEREOF, said Laidlaw Waste Systems Inc. has caused this Certificate to be signed by Kenneth L. Lyons, President, and attested by Dick van Wyck, its Secretary, this 25th day of August, 1992.

/s/ Kenneth L. Lyons
Kenneth L. Lyons
President

ATTEST:

/s/ Dick van Wyck
Dick van Wyck
Secretary

PLAN OF MERGER

1. Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc. shall merge themselves into Laidlaw Waste Systems, Inc., and Laidlaw Waste Systems, Inc. shall merge into itself Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc. Laidlaw Waste Systems, Inc. (the "Surviving Corporation") shall survive the merger and shall continue to be governed by the laws of the State of its incorporation. Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc. shall cease to exist as a separate legal entities forthwith upon the effective date of the merger.
2. The merger shall become effective on September 1, 1992.
3. The Certificate of Incorporation, the By-laws, and the Officers and Directors of Laidlaw Waste Systems, Inc. shall be the Certificate of Incorporation the By-laws, and the Officers and Directors of the Surviving Corporation. No amendment of the By-laws of the Surviving Corporation will be effected by reason of the merger.
4. Upon the effective date of the merger all of the issued and outstanding shares in the capital stock of Laidlaw Waste Systems (Atlantic) Inc., Laidlaw Waste Systems (Continental) Inc. and Laidlaw Waste Systems (Sunbelt) Inc. respectively shall be surrendered and cancelled, and there shall be no conversion of any such shares. Laidlaw Waste Systems, Inc. shall succeed to all of the property and assets, and shall assume and be liable for all of the debts, obligations and liabilities of the Surviving Corporation.
5. Article One of the Certificate of Incorporation of the Surviving Corporation shall be amended to read as follows:

"Article One. The name of the corporation is LAIDLAW WASTE SYSTEMS, INC."

**AMENDED AND RESTATED BYLAWS
OF
ALLIED WASTE SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:36 PM 06/26/2006
FILED 09:22 PM 06/26/2006
SRV 060613897 - 4181580 FILE

CERTIFICATE OF FORMATION
OF
ALLIED WASTE TRANSFER SERVICES OF ARIZONA, LLC

1. The name of the limited liability company is:
Allied Waste Transfer Services of Arizona, LLC
2. The limited liability company is to be managed by one member:
Allied Waste North America, Inc.
3. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Transfer Services of Arizona, LLC this 28th day of June, 2006.

ALLIED WASTE NORTH AMERICA INC.
a Delaware corporation, Sole Member

By: /s/ Jo Lynn White
Jo Lynn White
Assistant Secretary

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF ARIZONA, LLC**

This Operating Agreement is executed as of June 27, 2006, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Arizona, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) **General.** Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) **Liquidation and Distribution of Assets.** Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 **Certificate of Cancellation.** When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA INC.
a Delaware corporation

By: /s/ Steven M. Helm _____
Steven M. Helm
Vice President, Legal

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00



State of California
Secretary of State

**LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**

File [ILLEGIBLE]

ENDORSED — FILED
in the office of the Secretary of State
of the State of California

APR 12 2006

A \$70.00 filing fee must accompany this form.

IMPORTANT— Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY
Allied Waste Transfer Services of California, LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS
C T Corporation System

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE
CA

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:
 ONE MANAGER
 MORE THAN ONE MANAGER
 ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

/s/ Jo Lynn White
SIGNATURE OF ORGANIZER

April 11, 2006
DATE

Jo Lynn White
TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the field document should be returned.)

8. NAME [Elaine Kuether]
FIRM Allied Waste Industries, Inc.
ADDRESS 15880 N Greenway-Hayden Loop, Suite 100
CITY/STATE/ZIP [Scottsdale, AZ 85260]



**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF CALIFORNIA, LLC**

This Operating Agreement is executed as of April 12, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of California, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under California law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of California shall be CT Corporation System, 818 W 7th Street, Los Angeles, California 90017, County of Los Angeles. The registered office may be changed to any other place within the State of California upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in California are CT Corporation System, 818 W 7th Street, Los Angeles, California 90017. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in California, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of California. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 17351 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 17351 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the California Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the California Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 California Law. The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Beverly-Killea Limited Liability Company Act, as set forth in Cal. Code Ann. Tit. 1, § 17000, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I — Name:

The name of the Limited Liability Company is:

Allied Waste Transfer Services of Florida, LLC

ARTICLE II — Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

Mailing Address:

15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

ARTICLE III — Registered Agent, Registered Office, & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

C T Corporation System
Name
1200 South Pine Island Road
Florida street address (P.O. Box **NOT** acceptable)
Plantation, Florida 33324
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System
/s/ Connie Bryer Second Asst. Secretary
Registered Agent's Signature

(CONTINUED)

ARTICLE IV— Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title: _____
 "MGR" = Manager
 "MGRM" = Managing Member

MGRM _____

Name and Address: _____

 Browning-Ferris Industries, LLC
 15880 N Greenway-Hayden Loop, Suite 100
 Scottsdale, AZ 85260

(Use attachment if necessary)

NOTE: An additional article must be added if an effective date is requested.

REQUIRED SIGNATURE:

/s/ Jo Lynn White

Signature of a member or an authorized representative of a member.
 (In accordance with section 608.408(3), Florida Statutes, the execution
 of this document constitutes an affirmation under the penalties of perjury
 that the facts stated herein are true.)
 Jo Lynn White, Secretary of Sole /Managing Member

 Typed or printed name of signee

- Filing Fees:**
- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
 - \$30.00 Certified Copy (Optional)
 - \$5.00 Certificate of Status (Optional)

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF FLORIDA, LLC**

This Operating Agreement is executed as of August 2, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Florida, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Florida law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Florida shall be CT Corporation System, 1200 South Pine Island Road, Plantation, Florida, County of Broward. The registered office may be changed to any other place within the State of Florida upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Florida are CT Corporation System, 1200 South Pine Island Road, Plantation, Florida. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Florida, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Florida. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 608.4493 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 608.4431 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Florida Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Florida Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Florida Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Florida Limited Liability Company Act, as set forth in Florida Code XXXVI § 608 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

ARTICLES OF ORGANIZATION

Pursuant to Sec. 490A.303 of the Iowa Limited Liability Company Act, the undersigned limited liability company submits the following Articles of Organization and certifies the following:

1. That the name of the limited liability company is:

Allied Waste Transfer Services of Iowa, LLC

2. The street address of the limited liability company's initial registered office is c/o CT Corporation System, 2222 Grand Avenue, Des Moines, Iowa 50312 and the name of its initial registered agent at that office is CT Corporation System.

3. The street address of the principal office of the limited liability company is:

15880 N Greenway-Hayden Loop, Suite 100, Scottsdale, AZ 85260

4. The period of duration of the limited liability company is: perpetual

Dated this 18th day of April, 2005.

/s/ Jo Lynn White

Jo Lynn White
Authorized Representative

FILED
IOWA
SECRETARY OF STATE
4.19.05
10:46 AM
W423414

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF IOWA, LLC**

This Operating Agreement is executed as of April 19, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Iowa, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Iowa law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Iowa shall be CT Corporation System, 2222 Grand Avenue, Des Moines, County of Polk, Iowa. The registered office may be changed to any other place within the State of Iowa upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Iowa are CT Corporation System, 2222 Grand Avenue, Des Moines, Iowa. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Iowa, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Iowa. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 490A. 1302 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 490A.1303 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Iowa Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Iowa Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Iowa Law. The laws of the State of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Iowa Limited Liability Company Act, as set forth in Iowa Code Ann. Chapter 490A § 100, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White
Assistant Secretary

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00



Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
PO Box 1390
O Yes Columbus, OH 43216
*** Requires an additional fee of \$100 ***
PO Box 670
O No Columbus, OH 43216

ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) [X] Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705
(2) [] Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705
(Date of Formation) (State)

Complete the general information in this section for the box checked above.

Name Allied Waste Transfer Services of Lima, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) (mm/dd/yyyy)

Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for (Optional) (Period of existence)

Purpose (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (Optional)
(Name)
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
(City) (State) (Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Allied Waste Transfer Services of Lima, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

C T Corporation System

(Name of Agent)

1300 East 9th Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

(City)

Ohio

(State)

44114

(Zip Code)

Must be authenticated by an authorized representative

/s/ Jo Lynn White

Authorized Representative

Jo Lynn White

Authorized Representative

November 29, 2005

Date

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.
C T Corporation System

By: _____

(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF LIMA, LLC**

This Operating Agreement is executed as of November 30, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Lima, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager

Its: _____

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF NEW YORK, LLC**

This Operating Agreement is executed as of July 13, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of New York, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under New York law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of New York shall be CT Corporation System, 111 Eighth Avenue, New York, New York, County of New York. The registered office may be changed to any other place within the State of New York upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in New York are CT Corporation System, 111 Eighth Avenue, New York, New York. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in New York, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of New York. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the New York Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the New York Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 New York Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the New York Limited Liability Company Law, as set forth in New York Consolidated Laws § 31.101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

SOSID: 792160
Date Filed: 7/13/2005 11:20:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200519300504

State of North Carolina
Department of the Secretary of State
Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

- 1. The name of the limited liability company is: Allied Waste Transfer Services of North Carolina, LLC
- 2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: *(If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.)* perpetual
- 3. The name and address of each person executing these articles of organization is as follows: *(State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed here).*
Jo Lynn White, Organizer, 15880 N Greenway-Hayden Loop, Suite 100, Scottsdale, AZ 85260

- 4. The street address and county of the initial registered office of the limited liability company is:

Number and Street 225 Hillsborough Street
City, State, Zip Code Raleigh, North Carolina 27603 County Wake

- 5. The mailing address, *if different from the street address*, of the initial registered office is:

- 6. The name of the initial registered agent is: C T Corporation System

- 7. Principal office information: *(Select either a or b.)*

a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 15880 N Greenway-Hayden Loop, Suite 100
City, State, Zip Code Scottsdale, AZ 85260 County Maricopa

The mailing address, *if different from the street address*, of the principal office of the corporation is:

- b. The limited liability company does not have a principal office.

8. Check one of the following:
- (i) **Member-managed LLC**: all members by virtue of their status as members shall be managers of this limited liability company.
 - (ii) **Manager-managed LLC**: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.
9. Any other provisions which the limited liability company elects to include are attached.
10. These articles will be effective upon filing, unless a date and/or time is specified:
-

This is the 11th day of July, 2005.

/s/ Jo Lynn White

Signature

Jo Lynn White, Organizer

Type or Print Name and Title

NOTES:

1. **Filing fee is \$125. This document must be filed with the Secretary of State.**

CORPORATIONS DIVISION
(Revised January 2002)

P.O. Box 29622

Instructions for Filing

RALEIGH, NC 27626-0622
(Form L-01)

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF NORTH CAROLINA, LLC**

This Operating Agreement is executed as of July 13, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of North Carolina, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under North Carolina law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of North Carolina shall be CT Corporation System, 225 Hillsborough Street, Raleigh, North Carolina, County of Wake. The registered office may be changed to any other place within the State of North Carolina upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in North Carolina are CT Corporation System, 225 Hillsborough Street, Raleigh, North Carolina. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in North Carolina, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of North Carolina. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 57C-6-02.3 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 57C-6-04 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the North Carolina Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the North Carolina Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 North Carolina Law. The laws of the State of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the North Carolina Limited Liability Company Act, as set forth in North Carolina General Statutes § 57C et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00



Phone: (503) 986-2200
Fax: (503) 378-4381
Secretary of State
Corporation Division
255 Capital St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

Articles of Organization—Limited Liability Company

FILED
APR 12 2006
OREGON
SECRETARY OF STATE

REGISTRY NUMBER: 353511-96
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

For office use only

1) **NAME** (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")
Allied Waste Transfer Services of Oregon, LLC

2) **DURATION** (Please check one.)
 Latest date upon which the Limited Liability Company is to dissolve is _____
 Duration shall be perpetual.

3) **NAME OF THE INITIAL REGISTERED AGENT**
C T Corporation System

4) **REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS** (Must be an Oregon Street Address, which is identical to the registered agent's business office.)
388 State Street, Ste. 420
Salem, OR 97301

5) **ADDRESS WHERE THE DIVISION MAY MAIL NOTICES**
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

6) **NAME AND ADDRESS OF EACH ORGANIZER**
Jo Lynn White
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

7) **IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.**

- This limited liability company is managed by a single manager.
- This limited liability company is managed by multiple manager(s).

8) **IF RENDERING A PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED.**

9) **OPTIONAL PROVISIONS** (Attach a separate sheet if necessary.)

10) EXECUTION (The title for each signer must be "Organizer.")	Signature	Printed Name	Title
	<u>/s/ Jo Lynn White</u>	<u>Jo Lynn White</u>	<u>Organizer</u>
	_____	_____	<u>Organizer</u>
	_____	_____	<u>Organizer</u>

11) **CONTACT NAME** (To resolve questions with this filing.)
Elaine Kuether
DAYTIME PHONE NUMBER (Include area code.)
480-627-2370

FEES	
Required Processing Fee	\$50
Confirmation Copy (Optional)	\$5
Processing Fees are nonrefundable.	
Please make check payable to "Corporation Division."	

NOTE:
Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC**

This Operating Agreement is executed as of April 12, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Oregon, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Oregon law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Oregon shall be CT Corporation System, 601 SW 2nd Avenue, Suite 2050, Portland, Oregon 97204. The registered office may be changed to any other place within the State of Oregon upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Oregon are CT Corporation System, 601 SW 2nd Avenue, Suite 2050, Portland, Oregon 97204. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Oregon, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Oregon. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 63.621 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 63.637 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Oregon Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Oregon Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Oregon Law. The laws of the State of Oregon shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Oregon Limited Liability Company Act, as set forth in ORC § 63.001 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including

payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:53 PM 06/08/2006
FILED 08:22 PM 06/08/2006
SRV 060557762 — 4172270 FILE

CERTIFICATE OF FORMATION
OF
ALLIED WASTE TRANSFER SERVICES OF RHODE ISLAND, LLC

1. The name of the limited liability company is;
Allied Waste Transfer Services of Rhode Island, LLC
2. The limited liability company is to be managed by its members.
3. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Allied Waste Transfer Services of Rhode Island, LLC this 8th day of June, 2006.

BROWNING-FERRIS INDUSTRIES, LLC
a Delaware limited liability company
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White
Secretary

**OPERATING AGREEMENT OF
ALLIED WASTE TRANSFER SERVICES OF RHODE ISLAND, LLC**

This Operating Agreement is executed as of June 8, 2006, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Allied Waste Transfer Services of Rhode Island, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) **General.** Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) **Liquidation and Distribution of Assets.** Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 **Certificate of Cancellation.** When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company, Sole Member

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

EXPEDITE
\$127.00
RECEIVED
FEB 07 2005

Utah Div. Of Corp. & Comm. Code

ARTICLES OF INCORPORATION
OF
ALLIED WASTE TRANSFER SERVICES OF UTAH, INC.

Pursuant to the provisions of the Utah Business Corporation Act, the undersigned incorporator submits the following articles of incorporation.

- FIRST: The name of the corporation is: Allied Waste Transfer Services of Utah, Inc.
- SECOND: The purpose for which the corporation is to engage in any lawful act or activity for which corporations may be organized under the Utah Business Corporation Act.
- THIRD: The number of shares the corporation is authorized to issue is 1,000 common shares at \$.01 par value.
- FOURTH: The name and address of the incorporator is:
Jo Lynn White
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260
The powers of the incorporator shall terminate upon filing of this Certificate of Incorporation.
- FIFTH: The street address of the initial registered office of the corporation is c/o C T Corporation System, 50 West Broadway, Salt Lake City, Utah 84101, and the name of its initial registered agent at that office is C T Corporation System.
- SIXTH: The names and addresses of the persons who are to serve as initial directors are:
Donald W. Slager
Thomas P. Martin
James E. Gray
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation in duplicate this 3rd day of February, 2005, and says:

Date: 02/07/2005
Receipt Number: 1374142
Amount Paid: \$1,178.00

That she is the incorporator herein; that she has read the above and foregoing Articles of Incorporation; knows the contents thereof and that the same is true to the best of her knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters she believes to be true.

/s/ Jo Lynn White
Jo Lynn White, Incorporator

C T Corporation System having been designated to act as registered agent, hereby agrees to act in this capacity.

C T Corporation System

By /s/ Maria Ozaeta
Maria Ozaeta
Vice President

**BYLAWS
OF
ALLIED WASTE TRANSFER SERVICES OF UTAH, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE TRANSPORTATION, INC.**

1. The name of the Corporation is Allied Waste Transportation, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

Thomas H. Van Weeldon
Henry L. Hirvela
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
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9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 19th day of June, 1997.

/s/ Steven M. Helm
Steven M. Helm, Incorporator

**BYLAWS
OF
ALLIED WASTE TRANSPORTATION, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting

stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or

participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the

President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require

and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing,

signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at

the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified

against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if

it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

CERTIFICATE OF INCORPORATION
OF
COUNTY DISPOSAL (ILLINOIS), INC.

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is County Disposal (Illinois), Inc.

SECOND: The registered office of the corporation is to be located at 32 Loockerman Square, Suite L-100, Dover, Kent County, Delaware 19901. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
Proskauer Rose Goetz & Mendelsohn LLP
1585 Broadway
New York, New York 10036

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the

case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

EIGHTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

NINTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

TENTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

ELEVENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 1995.

/s/ Stephen W. Rubin

Stephen W. Rubin, Esq.
Sole Incorporator

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION OF
COUNTY DISPOSAL (ILLINOIS), INC.**

The undersigned corporation, in order to amend its Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation is:

County Disposal (Illinois), Inc.

SECOND: The corporation hereby amends its Certificate of Incorporation as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the corporate title of the corporation, is hereby amended to read, in its entirety, as follows:

FIRST: The name of the corporation is:

AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.

THIRD: The written amendment effected herein was authorized by the written consent, setting forth the action so taken, of the sole stockholder of all of the outstanding shares entitled to vote thereon pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment, this 25th of August, 1997.

By: /s/ Ann L. Straw
Ann L. Straw
Vice President

ATTESTED AND ACKNOWLEDGED:

/s/ Stephen W. Rubin
Stephen W. Rubin
Assistant Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

*** * * * ***

AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY;

The present registered agent of the corporation is The Prentice-Hall Corporation System, Inc. and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC. adopted the following resolution on the 15th day of October, 1998.

Resolved, that the registered office of AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC. has caused this statement to be signed by D.W. Slager, its Executive Vice President, this 13th day of November, 1998.

/s/ D.W. Slager

D.W. Slager

Executive Vice President

AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition

of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer

agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to

any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the

Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid

by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF INCORPORATION

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation FOR profit under the laws of the State of Kansas.

FIRST: The Name of the Corporation is Burgan Trucking and Excavating, Inc.

SECOND: The Location of its Principal Place of Business in this state is Box 98, Scammon, Kansas 66773.

*THIRD: The Location of its Registered Office in this State is RFD #3, Columbus, Cherokee County, Kansas 66725.

*FOURTH: The Name and Address of its Resident Agent in this State is James A. Burgan, RFD #3, Columbus, Cherokee County, Kansas 66725.

FIFTH: This Corporation is organized FOR profit and the nature of its business is:

(a) To carry on a general trucking, excavating, earthmoving, land clearing, tractor and contracting business, and to that end to lease, own, manufacture, acquire, deal in, advertise, and dispose of cranes, bulldozers, tractors, trucks, rigging, trucks, automobiles, and other vehicles, and kindred appliances and equipment.

(b) To buy or acquire otherwise, to own, hold, lease, sell or dispose otherwise of, and to mortgage or encumber otherwise real property and personal property of all kinds.

(c) To engage in any lawful act or activity for which corporations may be organized under the Kansas general corporation code.

SIXTH: The total amount of capital of this corporation is \$200,000.00, and the total number of shares into which it is divided is as follows: 2,000 shares of common stock, no class, without nominal or par value.

The stockholders of the corporation shall have at all times the preemptive right to subscribe to any or all additional issues of stock of the corporation of any or all classes. There is

reserved to the corporation and existing stockholders the right to purchase and acquire the stock of a selling stockholder before sale to a non-stockholder. The corporation will have the prior right to purchase and acquire said stock and if the corporation does not desire to purchase and acquire such stock, such stock shall be offered to existing stockholders in accordance with the by-laws.

SEVENTH: The Names and Places of Residence of each of the INCORPORATORS: James A. Burgan, RFD #3, Columbus, Kansas; Collette M. Burgan, RFD #3, Columbus, Kansas.

EIGHTH: This Corporation shall have perpetual existence.

NINTH: The Number of Directors shall be not less than two (2) nor more than six (6).

IN TESTIMONY WHEREOF, we have hereunto subscribed our names this 21st day of August, A. D. 1975.

/s/ James A. Burgan
James A. Burgan

/s/ Collette M. Burgan
Collette M. Burgan

STATE OF KANSAS)
) ss.
COUNTY OF CRAWFORD)

Personally appeared before me, a Notary Public in and for Crawford County, Kansas, the above-named James A. Burgan and Collette M. Burgan, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 21st day of August A.D., 1975.

/s/ Glenda L. Woods
Notary Public

My Commission Expires:

 GLENDAL. WOODS
 STATE NOTARY PUBLIC
 CRAWFORD COUNTY, KANSAS
 MY COMM. EXP. MAY 12, 1979



**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF**

BURGAN TRUCKING AND EXCAVATING, INC.

(Name of Corporation)

We, Anthony M. Kielar President or Vice President, and

David Kamenesky Secretary or Assistant Secretary, of
(Secretary or Assistant Secretary)

the above named corporation, a corporation organized and existing under the laws of the State of Kansas, do hereby certify that at a meeting of the Board of Directors of said corporation, the board advised a resolutions setting forth the following amendment to the Articles of Incorporation and declaring its advisability:

ARTICLE FIRST of the ARTICLES OF INCORPORATION be amended to: The Name of Corporation is American Disposal Services of Kansas, Inc.

ARTICLE SECOND of the ARTICLES OF INCORPORATION be amended to: The Location of its Principal Place of Business in this State is 202 North Elm, Pittsburg, Crawford County, Kansas 66762.

ARTICLE THIRD of the ARTICLES OF INCORPORATION be amended to: The Location of its Registered Office in this State is 202 North Elm, Pittsburg, Crawford County, Kansas 66762.

ARTICLE FOURTH of the ARTICLES OF INCORPORATION be amended to: The Name and Address of its Resident Agent in this State is Joseph H. Page, 202 North Elm, Pittsburg, Crawford County, Kansas 66762.



We further certify that thereafter, pursuant to said resolution, and in accordance with the by-laws of the corporation and the laws of the State of Kansas, the Board of Directors called a meeting of stockholders for consideration of the proposed amendment, and thereafter, pursuant to notice and in accordance with the statutes of the State of Kansas, the stockholders convened and considered the proposed amendment.

We further certify that at the meeting a majority of the stockholders entitled to vote voted in favor of the proposed amendment.

We further certify that the amendment was duly adopted in accordance with the provisions of K.S.A. 17-6602, as amended.

(over)

In Witness Whereof, we have hereunto set our hands and affixed the seal of said corporation this 25th day of January 1993.

/s/ Anthony M. Kielar
Anthony M. Kielar Vice President

/s/ David Kamenesky
David Kamenesky Secretary or Assistant Secretary

State of KANSAS

} ss.

County of CRAWFORD

Be it remembered that before me, a Notary Public in and for the aforesaid county and state, personally appeared Anthony M. Kielar, Vice President and David Kamenesky, Secretary or Assistant Secretary of the corporation named in this document, who are known to me to be the same persons who executed the foregoing certificate, and duly acknowledge the execution of the same this 25th day of January, 1993.

/s/ Mark Loy
Notary Public



My appointment or commission expires 3-13-1994

PLEASE SUBMIT THIS DOCUMENT IN DUPLICATE
WITH \$20 FILING FEE, TO:

Secretary of State
2nd Floor, State Capital
Topeka, KS 66612-1594
(913) 296-4564

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES OF KANSAS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF MERGER
MERGING
PITTSBURG DISPOSAL, INC.,
WIMPY'S TRASH SERVICE, INC. AND
B&B REFUSE, INC.
INTO
MISSOURI DISPOSAL, INC.**

FILED
DEC 30 1994
OKLAHOMA SECRETARY
OF STATE

Missouri Disposal, Inc., an Oklahoma corporation, pursuant to Section 82 of the Oklahoma General Corporation Act,

DOES HEREBY CERTIFY:

FIRST. That the name and state of incorporation of each of the constituent corporations is Pittsburg Disposal, Inc., an Oklahoma corporation; B&B Refuse, Inc., a Missouri corporation; Wimpy's Trash Service, Inc., a Missouri corporation; and Missouri Disposal, Inc., an Oklahoma corporation.

SECOND. That a Plan and Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 82(c) of the Oklahoma General Corporation Act;

THIRD. That the name of the surviving corporation is Missouri Disposal, Inc.;

FOURTH. That the certificate of incorporation of Missouri Disposal, Inc. shall be the certificate of incorporation of the surviving corporation, provided, however, that the First Paragraph of the Certificate of Incorporation shall be amended as of the Effective Date of the Merger to read:

“FIRST. The name of the corporation is:

American Disposal
Services of Missouri,
Inc.”

FIFTH. That the executed Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation, which is located at 204 N. Massey Blvd., Nixa, Missouri 65714; and

SIXTH. That a copy of the Plan and Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.

SEVENTH. The authorized capital stock of each constituent corporation that is not an Oklahoma corporation is as follows:

1. B&B Refuse, Inc. is a corporation organized and existing under and by virtue of the laws of the State of Missouri and has an authorized capitalization of 1,000 shares of Common Stock, par value \$100.00.
 2. Wimpy's Trash Service, Inc. is a corporation organized and existing under and by virtue of the laws of the State of Missouri and has an authorized capitalization of 300 shares of Common Stock, par value \$100.00.
- EIGHTH. This merger shall be effective at 11:59 p.m. CST, December 31, 1994.

IN WITNESS WHEREOF, Missouri Disposal, Inc. has caused this certificate to be signed by its President and attested by its Secretary this 29th day of December, 1994.

MISSOURI DISPOSAL, INC.

/s/ Rich De Young

Rich De Young, President

Attest:

/s/ Lawrence R. Conrath

Lawrence R. Conrath, Secretary

CONSENT TO SIMILAR NAME

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA

Pursuant to 18 O.S. 1986 Supp. 11141 or 54 O.S. Supp. 1984, 1303, whichever is applicable, the undersigned corporation or limited partnership hereby consents to the use of the name or a similar name.

1. The name of the consenting corporation or limited partnership is:

American Disposal Services, Inc. and is organized under the laws of the State of Oklahoma.

2. The proposed name of the corporation or limited partnership to which this consent is given is:

American Disposal Services of Missouri, Inc. and is organized or is to be organized under the laws of the State of Oklahoma.

3. In the event the proposed corporation name is identical to the consenting corporation's name the consenting corporation is about to.

- A. Change its name _____.
- B. Cease to do business _____.
- C. Withdraw from Oklahoma _____.
- D. Be wound up _____.

IN WITNESS WHEREOF, this corporation or limited partnership has caused this consent to be executed this 29th day of December, 1994.

/s/ Rich De Young
By its ___ President

Rich De Young
(PLEASE PRINT NAME)

ATTEST:

/s/ L R Conrath
By its ___ Secretary

Lawrence Conrath
(PLEASE PRINT NAME)



CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Joplin Disposal, Inc., an Oklahoma corporation (For "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation's board of directors, by the unanimous written consent of its members, filed with the minutes of the board, duly adopted resolutions setting forth a proposed amendment of the Certificate of Incorporation of said Corporation, declaring said amendment to be advisable and calling a meeting of the shareholders of said Corporation for consideration thereof. Article I of the Corporation's Certificate of Incorporation is proposed to be amended as follows:

"The name of the corporation is: Missouri Disposal, Inc."

SECOND: That, thereafter, the shareholders voted in favor of the amendment pursuant to written consent given in accordance with the provisions of Section 73 of the Oklahoma General Corporation Act, and written notice has been given to those shareholders who have not consented in writing as provided for in Section 73 of the Oklahoma General Corporation Act.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and its Secretary this 1st day of June, 1993.

/s/ Ronald H. Burks
Ronald H. Burks, President

Attest:

/s/ Dale F. Jordan
Dale F. Jordan, Secretary

CERTIFICATE OF INCORPORATION
OF
JOPLIN DISPOSAL, INC.

FIRST. The name of the corporation is:

JOPLIN DISPOSAL, INC.

SECOND. The address, including the street, number, city and county, of the corporation's registered office in this state is 5821 N. Grand Boulevard, Suite A, Oklahoma City, Oklahoma County, Oklahoma; the name of the corporation's registered agent at such address is Ronald H. Burks.

THIRD. The nature of the business and the purpose of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the general corporation law of Oklahoma.

FOURTH. The total number of shares of capital stock which the corporation shall have authority to issue is 50,000 shares, designated as Common Stock, par value \$1.00 per share.

FIFTH. The name and mailing address of each incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Michael E. Joseph	Tenth Floor Two Leadership Square Oklahoma City, Oklahoma 73102

SIXTH. The name and mailing address of the person who is to serve as director of the corporation until the first annual meeting of shareholders or until his successor is duly elected and qualified is as follows:

<u>Name</u>	<u>Mailing Address</u>
Ronald H. Burks	5821 N. Grand Boulevard Suite A Oklahoma City, Oklahoma 73118

SEVENTH. For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, its directors and its shareholders or any class thereof, as the case may be, it is further provided that:

(a) No election of directors need be by written ballot.

(b) Prior to receipt of any payment for any of the corporation's stock, the bylaws of the corporation shall be adopted, amended or repealed by the initial directors. Thereafter, the power to adopt, amend or repeal the bylaws is conferred on the board of directors.

EIGHTH. To the fullest extent permitted by the Oklahoma General Corporation Act as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Oklahoma, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 7th day of January, 1993.

/s/ Michael E. Joseph

Michael E. Joseph

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES OF MISSOURI, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES OF NEW JERSEY, INC.**

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is:

"American Disposal Services of New Jersey, Inc."

SECOND: The registered office of the corporation is to be located at 1013 Centre Road, Wilmington, Delaware, 19805-1297, New Castle County. The name of its registered agent at that address is Corporation Service Company

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1,000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Ann L. Straw
Vice-President & General Counsel
American Disposal Services, Inc.
745 McClintock Drive
Suite 230
Burr Ridge, Illinois 60521

SIXTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any

reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

SEVENTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

EIGHTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

NINTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

TENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 1998.

/s/ Ann L. Straw

Ann L. Straw
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES OF NEW JERSEY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee

by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged

to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper

in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES OF WEST VIRGINIA, INC.

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is:

"American Disposal Services of West Virginia, Inc."

SECOND: The registered office of the corporation is to be located at 1013 Centre Road, Wilmington, Delaware, 19805-1297, New Castle County. The name of its registered agent at that address is Corporation Service Company

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1,000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
c/o Proskauer Rose LLP
1585 Broadway
New York, New York 10036

SIXTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said

compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

SEVENTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

EIGHTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

NINTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

TENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of January, 1998.

/s/ Stephen W. Rubin

Stephen W. Rubin
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES OF WEST VIRGINIA, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee

by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged

to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper

in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.

Pursuant to Section 242 of the Delaware General Corporation Law ("DGCL"), American Disposal Services, Inc., a Delaware corporation (the "Corporation"), does hereby certify that:

1. By unanimous written consent of the Board of Directors of the Corporation dated April 26, 2000, resolutions were duly adopted setting forth a proposed amendment of the Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and submitting the amendment to the sole stockholder of the Corporation for consideration of such amendments. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Restated Certificate of Incorporation of the Corporation be amended by deleting Article Fourth thereof in its entirety and inserting in its place the following:

"FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000 shares, par value \$.01 per share, of common stock."

2. The amendment was duly adopted by the stockholders of the Corporation by written consent of the sole stockholder in accordance with Section 228 of the DGCL.
3. The amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

IN WITNESS WHEREOF, American Disposal Services, Inc. has caused this Certificate of Amendment to be signed by Donald W. Slager, its President, this 26th day of April, 2000.

AMERICAN DISPOSAL SERVICES, INC.

By: /s/ Donald W. Slager

Donald W. Slager

President

CERTIFICATE OF MERGER
OF
AWIN II ACQUISITION CORPORATION
WITH AND INTO
AMERICAN DISPOSAL SERVICES, INC.

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, American Disposal Services, Inc. (the "Company"), a Delaware corporation, hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
American Disposal Services, Inc.	Delaware
AWIN II Acquisition Corporation	Delaware

SECOND: An Agreement and Plan of Merger, entered into as of August 10, 1998 (the "Agreement"), by and among the Company, Allied Waste Industries, Inc., a Delaware corporation, and AWIN II Acquisition Corporation, a Delaware corporation, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is American Disposal Services, Inc.

FOURTH: The Amended Restated Certificate of Incorporation of American Disposal Services, Inc. shall be the certificate of incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, the address of which is 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, American Disposal Services, Inc. has caused this Certificate of Merger to be signed by Richard DeYoung, its Chairman, President and Chief Executive Officer, this 15th day of October, 1998.

AMERICAN DISPOSAL SERVICES, INC.

By: /s/ Richard DeYoung
Richard DeYoung
Chairman, President and
Chief Executive Officer

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.**

The undersigned corporation, in order to amend its Restated Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation (the "Corporation") is:

AMERICAN DISPOSAL SERVICES, INC.

SECOND: The Corporation hereby amends its Restated Certificate of Incorporation as follows:

The first paragraph of Article FOURTH is hereby amended in its entirety to read as follows:

"FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is sixty-five million (65,000,000) shares, consisting of sixty million (60,000,000) shares of common stock, par value one cent (\$0.01) per share ("Common Stock"), and five million (5,000,000) shares of preferred stock, par value one cent (\$0.01) per share ("Preferred Stock")."

THIRD: The amendment to the Corporation's Certificate of Incorporation was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, AMERICAN DISPOSAL SERVICES, INC. has caused this certificate to be signed and attested by its duly authorized officer, this 7th day of October, 1997.

AMERICAN DISPOSAL SERVICES, INC.

By: /s/ Ann L. Straw
Ann L. Straw
Vice President

ATTEST:

/s/ Stephen W. Rubin
Stephen W. Rubin
Assistant Secretary

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.**

The undersigned corporation, in order to amend its Restated Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation (the "Corporation") is:

AMERICAN DISPOSAL SERVICES, INC.

SECOND: The Corporation hereby amends its Restated Certificate of Incorporation as follows:

Article FOURTH is hereby amended to read, in its entirety, as follows:

"FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is twenty-five million (25,000,000) shares, consisting of twenty million (20,000,000) shares of common stock, par value one cent (\$0.01) per share ("Common Stock"), and five million (5,000,000) shares of preferred stock, par value (\$0.01) per share ("Preferred Stock").

A. Recapitalization: The number of presently outstanding shares of Common Stock (418,446.079831 shares of Class A Common Stock with a par value of \$.01 per share and 2,065.15 shares of Class B Common Stock with a par value of \$.01 per share) shall be reclassified and changed on the basis of (i) 13.5 shares of Common Stock for every one (1) share of Class A Common Stock presently outstanding and (ii) 13.5 shares of Common Stock for every one (1) share of Class B Common Stock presently outstanding, with the result that (X) the 418,446.079831 presently outstanding shares of Class A Common Stock shall be

converted into a total of 5,649,022.07771 outstanding shares of Common Stock and (Y) the 2065.15 presently outstanding shares of Class B Common Stock shall be converted into a total of 27,879.525 outstanding shares of Common Stock.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of the shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series."

THIRD: The written amendment effected herein was authorized by the written consent, setting forth the action so taken, of the stockholders of the Corporation entitled to vote thereon pursuant to Sections 228(a) and 242 of the General Corporation Law of the State of Delaware and written notice has been given as provided in Section 228(d) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Amendment to the Corporation's Restated Certificate of Incorporation to be signed by its Vice President this 30th day of May, 1996.

AMERICAN DISPOSAL SERVICES, INC.

By: /s/ Lawrence R. Conrath

Name: Lawrence R. Conrath

Title: Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/28/1995
950311917 - 2559650

RESTATED CERTIFICATE OF INCORPORATION

OF

AMERICAN DISPOSAL SERVICES, INC.

AMERICAN DISPOSAL SERVICES, INC., a corporation incorporated in the State of Delaware, hereby certifies that (a) this Corporation's present name is American Disposal Services, Inc., (b) its Certificate of Incorporation was originally filed with the Secretary of State on November 7, 1995, (c) this Restated Certificate of Incorporation has been duly adopted by written consent of the Board of Directors of the Corporation (no shares of capital stock having been issued as of the date hereof) in accordance with the provisions of Sections 241 and 245 of the General Corporation Law of the State of Delaware, and (d) the Restated Certificate of Incorporation of this Corporation, as amended to the date of filing of this Restated Certificate of Incorporation and including amendments set forth herein but not separately filed, is restated, integrated and amended in full to read as follows:

FIRST: The name of the Corporation is AMERICAN DISPOSAL SERVICES, INC.

SECOND: The registered office of the Corporation is to be located at 1013 Centre Road, Wilmington, New Castle County, Delaware 19805-1297. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: (a) Capital Stock.

(i) Number and Designation of Shares. The Corporation is authorized to issue three classes of stock designated "Class A Common Stock," "Class B Common Stock" and "Preferred Stock," respectively. The total number of shares of Class A Common Stock authorized to be issued is 890,000 and each such share shall have a par value of one cent (\$.01). The total number of shares of Class B Common Stock authorized to be issued is 10,000 and each such shares shall have a par value of one cent (\$.01). The total number of shares of Preferred Stock authorized to be issued is 100,000 and each such share shall have a par value of one dollar (\$1.00).

(b) Class A Common Stock and Class B Common Stock.

(i) Rights and Privileges Generally; Voting. The shares of class A Common Stock and Class B Common Stock shall be identical in all respects and shall have equal rights and privileges, except as to voting rights. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each

share thereof held, upon each matter submitted to a vote of the stockholders of the Corporation. Each holder of shares of Class B common Stock shall be entitled to no votes for each share thereof held, except as otherwise provided by the Delaware General Corporation Law or any other applicable statute. Without limiting the generality of the foregoing, the holders of shares of Class B Common Stock shall have no right to nominate any person to the board of directors of the Corporation, but shall be entitled to notification as to any meeting of the stockholders of the Corporation and may attend such meetings.

(ii) Conversion of Class B Common Stock. In the event the holder of any shares of the Class B Common Stock is a person other than (A) Internationale Nederlanden (U.S.) Capital Corporation ("ING"), (B) a financial institution that is or becomes a party to a credit or loan agreement with the Corporation (a "Lender") or (C) an "affiliate" on ING or a Lender, such holder shall have the right to convert at such holder's option all or any number of such shares of Class B Common Stock into an equal number of fully paid and nonassessable shares of Class A Common Stock; provided such conversion ratio shall be appropriately adjusted so as to avoid any dilution in the relative rights of the Class B Common Stock to the Class A Common Stock in the event of any subdivision (by stock split or otherwise), combination (by reverse stock split or otherwise) or reclassification of the Class A Common Stock.

As used herein, the term "affiliate" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity, any member of the immediate family of such person or any person who is the executor, administrator or other personal representative of such person.

The holder of any shares of Class B Common Stock may exercise the conversion right provided herein by giving written notice (the "Class B Conversion Notice") to the Corporation stating the number of shares of Class B Common Stock to be converted (the "Class B Conversion Shares") and the name or names in which the stock certificate or stock certificates for the shares of Class A Common Stock are to be delivered. The Class B Conversion Notice shall be accompanied by the stock certificate or stock certificates representing the Class B Conversion Shares, duly endorsed to the Corporation or accompanied by a written instrument of transfer.

Conversion of the Class B Common Stock into Class A Common Stock shall be deemed to have been effected on the date the Class B Conversion Notice is delivered to the Corporation. Within ten business days after receipt of the Class B Conversion Notice, the Corporation shall issue and deliver by hand against a signed receipt therefor or by United States registered mail, return receipt requested, to the address designated by the holder of the

Class B Conversion Shares in the Class B Conversion Notice, a stock certificate or stock certificates of the Corporation representing the number of shares of Class A Common Stock to which such holder is entitled. In the event that only a portion of the number of shares of Class B Common Stock represented by a stock certificate surrendered for conversion shall be Class B Conversion Shares, the Corporation shall issue and deliver in the manner aforesaid to the holder of the stock certificate so surrendered for conversion a new stock certificate for the number of unconverted shares of class B Common Stock.

(c) Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of the shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

FIFTH: A director of this corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director personally gained in fact a financial profit or other advantage to which he was not legally entitled.

SIXTH: The Corporation shall indemnify each officer or director of the Corporation and the legal representatives thereof, including but not limited the heirs, executors and administrators thereof, who was or is a party or is threatened to be made a party to any action, suit, or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (hereinafter, "proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a

director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent, of another corporation, or any partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, to the fullest extent authorized or permitted by the General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against expenses (including attorneys' fees) judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement actually and reasonably incurred by such person in connection with such proceeding; provided that such person acted in good faith and in a manner such person believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. Such indemnification shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of his or her legal representatives. Notwithstanding the foregoing, except as provided in this Article, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law requires that the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding may be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise, then such advancement of expenses shall be subject to the receipt of such undertaking. The right to indemnification pursuant to this Article is intended to be retroactive and shall, to the extent permitted by applicable law, be available with respect to events occurring prior to the adoption hereof and shall continue to exist after any future rescission or restrictive modification hereof with respect to any alleged cause of action that accrues, or any other incident or matter that occurs, prior to such rescission or modification. The indemnification provided for in this Certificate of Incorporation shall not be deemed exclusive of any other rights to which a person seeking indemnification may

be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SEVENTH: Unless, and except to the extent that, the by-laws of the Corporation shall so require, the election of directors of the corporation need not be by written ballot.

EIGHTH: The board of directors may from time to time adopt, amend or repeal the by-laws of the Corporation, subject to the power of the stockholders to adopt any by-laws or to amend or repeal any by-laws adopted, amended or repealed by the board of directors.

NINTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Restated Certificate of Incorporation of American Disposal Services, Inc., and acknowledge, under penalties of perjury, that this instrument is the act and deed of the Corporation and that the facts stated herein are true.

/s/ Stephen W. Rubin
Stephen W. Rubin
Assistant Secretary

**CERTIFICATE OF CORRECTION OF
CERTIFICATE OF INCORPORATION OF
AMERICAN DISPOSAL SERVICES, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is American Disposal Services, Inc.
2. The Certificate of Incorporation of the Corporation which was filed by the Secretary of State of Delaware on November 7, 1995 is hereby corrected.
3. The inaccuracy to be corrected in said instrument is as follows:
FIRST: The name of the corporation is American Disposal Systems, Inc.
4. The portion of the instrument in corrected form, is as follows:
FIRST: The name of the corporation is American Disposal Services, Inc.

Signed on December 28, 1995.

/s/ Stephen W. Rubin

Stephen W. Rubin
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/07/1995
950258427 - 2559650

**CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL SERVICES, INC.**

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is American Disposal Systems, Inc.

SECOND: The registered office of the corporation is to be located at 32 Loockerman Square, Suite L-100, Dover, Kent County, Delaware 19904. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1000 shares of common stock, par value \$.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Valerie E. Mitchell, Esq.
Proskauer Rose Goetz & Mendelsohn LLP
1585 Broadway
New York, New York 10036

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the

stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

EIGHTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

NINTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

TENTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

ELEVENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November, 1995.

/s/ Valerie E. Mitchell

Valerie E. Mitchell

Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties

as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors

for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or

interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
AMERICAN DISPOSAL TRANSFER SERVICES OF ILLINOIS, INC.

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is:

“American Disposal Transfer Services of Illinois, Inc.”

SECOND: The registered office of the corporation is to be located at 1013 Centre Road, Wilmington, Delaware, 19805-1297, New Castle County. The name of its registered agent at that address is Corporation Service Company

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1,000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
c/o Proskauer Rose LLP
1585 Broadway
New York, NY 10036

SIXTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said

compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

SEVENTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

EIGHTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

NINTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

TENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of February, 1998.

/s/ Stephen W. Rubin

Stephen W. Rubin
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN DISPOSAL TRANSFER SERVICES OF ILLINOIS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and

reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking

indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by

such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

INB
FILED
[ILLEGIBLE]

CERTIFICATE OF INCORPORATION
OF
AMERICAN MATERIALS RECYCLING CORP.

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of the New Jersey Business Corporation Act, the undersigned, being a natural person of at least 18 years of age and acting as the incorporator of the corporation hereby being organized thereunder, certifies that:

FIRST: The name of the corporation (hereinafter called the "corporation") is AMERICAN MATERIALS RECYCLING CORP.

SECOND: The corporation may engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is one hundred, all of which are without par value, and all of which are of the same class.

FOURTH: The address of the initial registered office of the corporation within the State of New Jersey is 143 River Road, Moniville, New Jersey 07045; and the name of the initial registered agent at such address is John Pinto.

FIFTH: The number of directors constituting the first Board of Directors of the corporation is one; and the name and the address of the person who is to serve as the first director of the corporation are as follows:

NAME	ADDRESS
John Pinto	143 River Road Moniville, New Jersey 07045

SIXTH: The name and the address of the incorporator are as follows:

NAME

Athena Amaxas

ADDRESS

15 Columbus Circle
New York, New York 10023-7773

SEVENTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation, and regulation of the powers of the corporation and of its directors and of its shareholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the corporation, including the election of the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary, and other principal officers of the corporation, shall be vested in its Board of Directors.
2. The Board of Directors shall have the power to remove directors for cause and to suspend directors pending a final determination that cause exists for removal.
3. The corporation shall, to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporation Act, as the same may be amended and supplemented, indemnify any and all corporate agents whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of shareholders, or otherwise, and shall continue as to a person who has ceased to be a corporate agent and shall inure to the benefit of the heirs, executors, administrators, and personal representatives of such a corporate agent. The term "corporate agent" as used herein shall have the meaning attributed to it by Sections 14A:3-5 and 14A:5-21 of the New Jersey Business Corporation Act and by any other applicable provision of law.
4. The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by subsection 14A:2-7 of the New Jersey Business Corporation Act, as the same may be amended and supplemented.

EIGHTH: The duration of the corporation is to be perpetual.

Signed on January 13, 1995.

/s/ Athena Amaxas

Athena Amaxas, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AMERICAN MATERIALS RECYCLING CORP.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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ARTICLES OF INCORPORATION
OF
AMERICAN SANITATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, both citizens and residents of the United States of America, over the age of eighteen years, do by these presents, form a corporation, as hereinafter stated, pursuant to and under the laws of the State of Idaho, and do hereby execute and deliver these Articles of Incorporation for that purpose.

WE HEREBY SET FORTH, DECLARE AND CERTIFY:

ARTICLE I
NAME

This Corporation shall be known as "AMERICAN SANITATION, INC."

ARTICLE II
DURATION

The term and existence of this Corporation shall be perpetual.

ARTICLE III
OBJECTS AND PURPOSES

The objects and purposes for which this Corporation is formed are as follows:

- (a) The transaction of any or all lawful business for which corporations may be incorporated under the Idaho Business Corporations Act.

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LAWYERS
BURLEY, IDAHO

(b) Without limiting the purposes for which this Corporation is formed, it shall include the collection, transportation, and disposal of garbage, trash and waste of every kind and nature.

(c) To engage in any commercial, industrial, or agricultural enterprise, calculated or designed to be profitable to this Corporation, and in conformity with the laws of the State of Idaho, or such other place or places and states in which the Corporation may, from time to time, conduct its business.

(d) Purchase, lease, own, sell, mortgage, sublease, and otherwise acquire lands, buildings, easements, or property, real and personal, which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of this Corporation, and to enter into, make, perform, and carry out contracts of every sort and kind, with any person, or entity, including the right to become a partner or acquire an interest in a joint venture, and to acquire and take over the good will, property, rights, franchises, and assets of every kind, and liabilities of any person, firm, association or corporation, either wholly or in part, and to pay for the same in cash, stocks, bonds of the corporation or otherwise.

(e) To organize or cause to be organized under the laws of the any state of the United States, or the District of Columbia, or of any territory, dependency, or possession of the United States, or of any foreign country, a corporation, or corporations for the purpose of transacting, promoting or carrying on any or all of the objects or purposes for which this Corporation is organized, and to dissolve, wind up, liquidate, merge, or consolidate any such corporation or corporations, or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(f) To do all and every thing necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the objectives, or the furtherance of any of the powers hereinbefore set forth, either along or in association with other corporations, firms, or individuals, and to do every other act, or acts, thing, or things, incidental or pertinent to or growing out of, or connected with the foregoing objects or purposes, or any part or parts thereof, provided the same be not inconsistent with the laws under which this Corporation is organized.

ARTICLES OF INCORPORATION OF
AMERICAN SANITATION, INC. — 2

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BURLEY, IDAHO

(g) The Provisions of these Articles shall be construed as purposes and powers, and each as an independent purpose and power n furtherance of, and not in limitation of, the powers which the Corporation may have under present or future laws of the State of Idaho, and in such states as the Corporation may, from time to time, do business.

(h) To have and to exercise all rights and powers from time to time granted to a corporation by law.

ARTICLE IV

LOCATION OF REGISTERED OFFICE AND AGENT

The location and registered office of this Corporation is 617 20th Street, Rupert, Idaho 83350; the post office address is 617 20th Street, Rupert, Idaho 83350; the registered agent of this Corporation shall be Tony Salvi, 617 20th Street, Rupert, Idaho, 83350.

ARTICLE V

CORPORATE STOCK

The total number of shares which the Corporation is authorized to issue is 500,000 shares of stock at no par value per share.

<u>TYPE</u>	<u>SHARES</u>	<u>PAR VALUE</u>
Common	500,000	No par value

No sale of transfer of stock may be made without a prior offer in writing to the remaining stockholders in the same proportion as their shareholdings, and at the same price, terms and conditions on which the perspective transfer is predicated.

All stock, when fully paid, shall be non-assessable. The Corporation may purchase its own stock.

ARTICLES OF INCORPORATION OF
AMERICAN SANITATION, INC. — 3

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ARTICLE VI
INCORPORATORS

The names and post office addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Tony Salvi	617 20th Street, Rupert, ID
Angela Salvi	617 20th Street, Rupert, ID
Carl Pope	Kit Circle, Box 22, St. Anthony, ID
Becky Pope	Kit Circle, Box 22, St. Anthony, ID

ARTICLE VII
BOARD OF DIRECTORS

The initial directors of the Corporation who shall serve until the first election of directors is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Tony Salvi	617 20th Street, Rupert, ID
Angela Salvi	617 20th Street, Rupert, ID
Carl Pope	Kit Circle, Box 20, St. Anthony, ID
Becky Pope	Kit Circle, Box 20, St. Anthony, ID

The Board of Directors shall consist of one or more members as fixed by, or in the manner provided in, the By-Laws of the Corporation. The number of directors may be increased or decreased from time to time as provided in the corporate By-Laws.

A majority of the Board of Directors shall constitute a quorum for transacting business, and the act of the majority of

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BURLEY, IDAHO

said quorum of said Board of Directors shall be the act of the Board.

The directors need not be stockholders of the Corporation.

ARTICLES VIII

DIRECTOR LIABILITY

No director of this Corporation shall be personally liable to the Corporation or the corporate stockholders for monetary damages resulting from a breach of fiduciary duty as a director of this Corporation, provided that such provision shall not eliminate or limit the liability of a director:

- (a) For any breach of the director's duty of loyalty to the Corporation or its stockholders.
- (b) For acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law.
- (c) For any of those liabilities provided under 30-1- 48 of the Idaho Code.
- (d) For any transaction from which the director derived an improper personal benefit.

ARTICLE IX

AMENDMENT

These Articles of Incorporation may be amended in accordance with the provisions of the statutes of the State of Idaho, then in full force and effect; the power to make, repeal and amend the By-Laws, and adopt new By-Laws, is hereby conferred upon the Directors as well as the shareholders.

ARTICLE X

No contact or other transaction between this Corporation

ARTICLES OF INCORPORATION OF
AMERICAN SANITATION, INC. — 5

PARSONS [ILLEGIBLE] & FLETCHER
LAWYERS
BURLEY, IDAHO

and any other corporation shall in any way be affected or invalidated by the fact that any of the directors of this Corporation are pecuniarily or otherwise interested in or are directors or officers of such other corporation, nor the fact that the capital stock of one corporation may be owned, in part, by the other corporation; any director, individually, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction and may vote thereon with like force and effect as if he were not interested.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of Feb, 1994

/s/ Tony Salvi
Tony Salvi

/s/ Angela Salvi
Angela Salvi

/s/ Carl Pope
Carl Pope

/s/ Becky Pope
Becky Pope

STATE OF IDAHO)
) ss
County of [ILLEGIBLE])

On this 14 day of February, in the year 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared TONY SALVI and ANGELA SALVI, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

/s/ [ILLEGIBLE]
Notary Public for Idaho
Residing at [ILLEGIBLE]
My commission expires on 1-10-97

PARSONS [ILLEGIBLE] & FLETCHER
LAWYERS
BURLEY, IDAHO

STATE OF IDAHO)
) ss
County of Fremont)

On this 24 day of Feb, in the year 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL POPE and BECKY POPE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

/s/ [ILLEGIBLE]
Notary Public for Idaho
Residing at [ILLEGIBLE]
My commission expires on 4-12-99

AMENDED AND RESTATED BYLAWS
OF
AMERICAN SANITATION, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF CHANGE
OF
AMERICAN TRANSFER COMPANY, INC.

UNDER SECTION 805-A OF THE BUSINESS CORPORATION LAW

WE, THE UNDERSIGNED, D. W. Slager and Thomas K. Kehoe being respectively the President and the Secretary hereby certify:

1. The name of the corporation is AMERICAN TRANSFER COMPANY, INC. It was incorporated under the name Duffy Ave. Realty Corp.
2. The Certificate of Incorporation of said corporation was filed by the Department of State on November 26, 1993.
3. The following was authorized by the Board of Directors:

To change the post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him from 344 Duffy Avenue, Hicksville, NY 11801 to c/o C T Corporation System, 1633 Broadway, New York, N.Y. 10019.

To designate C T CORPORATION SYSTEM, 1633 Broadway, New York, N.Y. 10019 as its registered agent in New York upon whom all process against the corporation may be served.

IN WITNESS WHEREOF, we have signed this certificate on the 2nd day of February, 1998 and we affirm the statements contained therein as [ILLEGIBLE] under penalties of perjury.

/s/ D.W. Slager
D.W. Slager, Vice President

/s/ Thomas K. Kehoe
Thomas K. Kehoe, Secretary

Certificate of Amendment of the Certificate of Incorporation of

DUFFY AVE. REALTY CORP.

under Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) *The name of the corporation is* DUFFY AVE. REALTY CORP.

(2) *The certificate of incorporation was filed by the department of state on the 26th day of November 1993 and a Certificate of Amendment changing the name to AMERICAN TRANSFER COMPANY INC. was filed on 12-28-93, and a Certificate of the Amendment changing the name to DUFFY AVE. REALTY CORP. was filed on August 16, 1994.*

(3) *The certificate of incorporation of this corporation is hereby amended to effect the following change* [ILLEGIBLE]

Paragraph "1" of the Certificate of Incorporation shall be amended to read as follows:

"FIRST: The name of the corporation is AMERICAN TRANSFER COMPANY, INC."

[ILLEGIBLE]

(4) The amendment to the certificate of incorporation was authorized:

[ILLEGIBLE]

- first, by unanimous written consent of all the directors.

[ILLEGIBLE]

- and then by unanimous written consent of the holders of all the outstanding shares entitled to vote thereon.

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

Certificate of Amendment of the Certificate of Incorporation of
AMERICAN TRANSFER COMPANY INC.
under Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) *The name of the corporation is* AMERICAN TRANSFER COMPANY INC.

(2) *The certificate of incorporation was filed by the department of state on the 26th day of November 1993, and a Certificate of Amendment changing the name to AMERICAN TRANSFER COMPANY INC. was filed on 12-28-93.*

(3) *The certificate of incorporation of this corporation is hereby amended to effect the following change**

Paragraph "1" of the Certificate of Incorporation shall be amended to read as follows:

"FIRST: The name of the corporation is DUFFY AVE. REALTY CORP."

[ILLEGIBLE]

(4) *The amendment to the certificate of incorporation was authorized:*

[ILLEGIBLE]

• *first, by unanimous written consent of all the directors.*

[ILLEGIBLE]

• *and then by unanimous written consent of the holders of all the outstanding shares entitled to vote thereon.*

[ILLEGIBLE]

[ILLEGIBLE]

IN WITNESS WHEREOF, this certificate has been subscribed this 15th day of August 19[ILLEGIBLE] by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

Type name

JAMES ALESSANDRIA
JOHN TROPIANO
JOHN PERSCHILLI
ROCCO CASAGRANDE

Capacity in which signed

President, director & shareholder
Vice President, director & Shareholder
Secretary, director & Shareholder
Treasurer, director & Shareholder

Signature

/s/ James Alessandria
/s/ John Tropiano
/s/ John Perschilli
/s/ Rocco Casagrande

Certificate of Amendment of the Certificate of Incorporation of
AMERICAN TRANSFER COMPANY INC.
under Section 805 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 16 1994

[ILLEGIBLE]

ELB
NASSAV

Filed By: JOHN J. TENENBAUM
Address: 437 Rocksway Avenue
Valley Stream, N.Y. 11581

LIGHTNING LEGAL SERVICES
P.O. BOX 9132 ALBANY, N.Y. 12209

**CERTIFICATE OF INCORPORATION
OF
DUFFY AVE. REALTY CORP.
PURSUANT TO SECTION 402 OF THE BUSINESS CORPORATION LAW**

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED NOV 26 1993
TAXS 10
BY: SRW
[ILLEGIBLE]

FILED BY:
KERRY GUNNE
LIGHTNING LEGAL SERVICES
P.O. BOX 9132
ALBANY NY 12209

LIGHTNING LEGAL SERVICES
P.O. BOX 9132 ALBANY, N.Y. 12209

CERTIFICATE OF INCORPORATION
OF
DUFFY AVE. REALTY CORP.
Pursuant to Section 402 of the Business Corporation Law

It is hereby certified that:

1. The name of the corporation is DUFFY AVE. REALTY CORP.
2. The purposes for which the corporation is formed are:

To do any act or activity for which corporations may be formed under the Business Corporation Law, provided that the corporation shall not engage in any act or activity which requires the consent or approval of any state office, agency, board, department or any other body without first obtaining such consent or approval.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers-conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

3. The office of the corporation will be located in the County of Nassau State of New York.
4. The aggregate number of shares which the corporation shall be authorized to issue is two hundred (200) without par value.
5. The Secretary of State is hereby designated as agent of the corporation upon whom process against the corporation may be served. The Post Office address to which the Secretary of State shall mail a copy of any such process is:

344 Duffy Avenue
Hicksville, NY 11801

In witness whereof, the undersigned affirms under the penalties of perjury that the statements contained herein are true.

Dated: 11-24-93

/s/ Kerry Gunner
Kerry Gunner
6 South Marshall Street
Albany, NY 12209

Federal ID: 11-3189094

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**AMENDED AND RESTATED BYLAWS
OF
AMERICAN TRANSFER COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as maybe allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever land in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director; member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same maybe amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
ANSON COUNTY LANDFILL NC, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Anson County Landfill NC, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 4th day of June, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Member

By: /s/ Steven M. Helm
Its: Vice President — Legal

**OPERATING AGREEMENT OF
ANSON COUNTY LANDFILL NC, LLC**

This Operating Agreement is entered into as of June 5, 1997 by and between Allied Waste North America, Inc., a Delaware corporation (“N.A.”) and Allied Waste Landfill Holdings, Inc., a Delaware corporation (“Holdings”), each individually referred to herein as a “Member,” and collectively as “Members.”

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.12 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is ANSON COUNTY LANDFILL NC, LLC. The name of the Company may be changed upon the consent of the Members.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a “partnership” for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a “partnership” for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Members. The Company may maintain a registered office in any state within which it does business at any location approved by the Members.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company’s agent for service of legal process may be changed upon the consent of the Members.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Members shall cause a Certificate of Formation to be filed in the State of Delaware. The Members shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Members in accordance with this Agreement, any Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The name, address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Members. The Members shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Member shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Company as set forth on Exhibit A.

2.3 Additional Capital Contributions. No Member shall be obligated to make additional Capital Contributions to the Company, except upon the unanimous written consent of the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any other Member.

(d) Withdrawal. Except as provided in Section 7 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Any Member who withdraws from the Company in breach of this Section 2.4(d):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Company, on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(d) shall be in lieu of any right the withdrawn member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

2.5 Member Loans. Upon the approval of the Members, any Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Members. No Member shall be required to make a Member Loan unless such Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Members in proportion to their Percentage Interests, at such times as may be determined by the Members.

SECTION 4. ALLOCATIONS

4.1 Capital Accounts. A capital account shall be maintained for each Member in accordance with the Regulations, under uniform policies established by the Members.

4.2 Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

SECTION 5. MANAGEMENT

5.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Members under this Agreement, shall be made or taken upon concurrence of a Majority in Interest of the Members. The Members shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company. Any party dealing with the Company shall be permitted to rely absolutely on the signature of any Member as binding on the Company, without any duty of further inquiry regarding any approval of the Members required under this Agreement.

5.2 Delegation of Authority to Officers. The Members may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions duly adopted by the Members on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Members deem appropriate. The officers of the Company will be entitled to such compensation for their services as the Members may reasonably determine from time to time.

5.3 Communications. The Members shall promptly advise and inform each other of any transaction, notice, event or proposal directly relating to the management and operation of the Company or to its assets which does or could materially affect, either adversely or favorably, the Company, its business or its assets.

5.4 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. Each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents.

6.2 Tax Matters. N.A. is hereby appointed on behalf of the Company as the "tax matters partner" under the Code.

SECTION 7. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS

7.1 General. No Member shall sell, assign, pledge, hypothecate, encumber or

otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Company without the consent of the other Member. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 7 shall be void and shall not cause or constitute a dissolution of the Company.

7.2 **Assignee of Member's Interest.** If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 7.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 **Substituted Members.** No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "Substituted Member") without the written consent of all Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 **Dissolution.** The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
 - (b) The unanimous election by the Members to dissolve the Company;
 - (c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any member (a "Dissolution Event") if within 90 days after the occurrence of any such Dissolution Event, a Majority in Interest of the remaining Members affirmatively elects not to continue the Company; or
 - (d) The entry of a decree of dissolution under Section 18-802 of the Act.
-

8.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 8.1 hereof, the remaining Member(s) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Member(s), or court-appointed trustee, if there are no remaining Members, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Members in satisfaction of any Member Loans which have not been satisfied pursuant to Section 8.2(b)(i); and
- (iii) To the Members in accordance with Section 3.

Notwithstanding anything in Section 4 hereof to the contrary, any Profits, Losses and items thereof of the Company for the taxable year in which the liquidation of the Company occurs shall be allocated among the Members so as to adjust the Capital Accounts of the Members as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 8.

8.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Members with the Delaware Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment, demand or communication required or permitted

to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section 9.1, or, if to a Member, to such Member at the address for such Member set forth on Exhibit A to this Agreement, or to such other address as the Member may from time to time specify by notice to the Company and the other Members in accordance with this Section 9.1. Any such notice shall be effective upon actual receipt thereof.

9.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 9.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 7 hereof.

9.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

9.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Members.

9.9 Waiver of Action for Partition. Each of the Members waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.12 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.1 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Majority in Interest of the Members” means Members owning a simple majority of the Percentage Interests in the Company held by all Members.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Members” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as reasonably determined by the Members.

“Percentage Interest” means a Member’s interest, expressed as a percentage, in Profits, Losses, and distributions of the Company as provided for in this Agreement. The Members’ Percentage Interests are set forth opposite their names on Exhibit A hereto.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Members to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Substituted Member” has the meaning given that term in Section 7.3 hereof.

“Transfer” has the meaning given that term in Section 7.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: V-P Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Secretary

EXHIBIT A

<u>Names and Addresses of Members</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ _____	99%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ _____	1%

EXPEDITED
AZ CORP COMMISSION
FILED

JAN 12 3:02 PM '94

[ILLEGIBLE]

APPR: Esther Thomas
DATE: 1-12-94
TERM:
DATE:
709566-1

**ARTICLES OF INCORPORATION
OF
APACHE JUNCTION LANDFILL CORPORATION**

ARTICLE I

The name of the corporation is Apache Junction Landfill Corporation (the "Corporation").

ARTICLE II

The Corporation is to have perpetual existence.

ARTICLE III

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as amended from time to time, and further to do such things as may be incident to, and necessary or appropriate to effect, any and all of such purposes.

ARTICLE IV

The Corporation initially intends to hold and operate real property in the State of Arizona and to own and operate a landfill and waste disposal business.

ARTICLE V

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

ARTICLE VI

The name and address of its initial Statutory Agent, a bona fide resident of the State of Arizona for three years is: CT Corporation System, 3225 North Central Avenue, Phoenix, Arizona 85012.

ARTICLE VII

The number of directors constituting the initial board of directors is two (2). The number of the members of subsequent boards of directors shall be fixed by, or in the manner provided

in, the Bylaws of the Corporation. The names and addresses of the persons who will serve as directors until the first meeting of shareholders or until their successors are elected and qualified are;

Roger A. Ramsey

6575 West Loop South
Suite 720
Bellaire, TX 77401

Tom Van Weelden

7201 East Camelback Road
Suite 375
Scottsdale, AZ 85251

ARTICLE VIII

The name and address of the incorporators are: Bryce D. Linsenmayer, 700 Louisiana, Suite 3500, Houston, Texas 77002-2764 and Janis E. McRae, 700 Louisiana, Suite 3500, Houston, Texas 77002-2764.

/s/ Bryce D. Linsenmayer

/s/ Janis E. McRae

DATED THIS 12th DAY OF JANUARY, 1994.

CT Corporation System, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

CT CORPORATION SYSTEM

By: /s/ Cindy L. Parrinello
Cindy L. Parrinello,
Special Asst. Secy.

**BYLAWS OF
APACHE JUNCTION LANDFILL CORPORATION**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at P.O. Box 4710, 3690 South Cactus, Apache Junction, Arizona 85260. The Corporation may also have offices and branch offices at such other places within and without the State of Arizona as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Arizona as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in

the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Arizona, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Arizona as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Arizona or in the city or county in the State of Arizona in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Arizona) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Arizona Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Arizona." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the directors of Apache Junction Landfill Corporation, an Arizona corporation (the "Corporation"), do hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 12th day of January, 1994.

DIRECTORS:

/s/ Thomas H. VanWeelden
Thomas H. VanWeelden

/s/ Daniel J. Ivan
Daniel J. Ivan

FORM B

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS,

COOK

COUNTY } ss.

To CHARLES F. CARPENTIER, Secretary of State:

We, the undersigned,

(Do not write in this space)

Date Paid	6-11-58
Initial License Fee	\$ 60.00
Franchise Tax	\$ 65.00
Filing Fee	\$ 20.00
Clerk	[ILLEGIBLE]

Name	Number	Street	Address City	State
EDWARD DE BOER	1444	Cuyler Ave.,	Berwyn, Illinois	
DUANE ROSENDAEL	2304	15th Ave.,	Broadview, Illinois	
RICHARD KVENHOUSE	1247	60th Court,	Cicery, Illinois	

being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is: ARC DISPOSAL COMPANY, INC.

ARTICLE TWO

The address of its initial registered office in the State of Illinois is: 134 N. La Salle Street, in the City of Chicago (2)/(zone) County of Cook and the name of its initial Registered Agent at said address is: PHILIP D. CALOGER

ARTICLE THREE

The duration of the corporation is: Perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

To conduct a general scavenger and disposal business, both as principal and agent, and to do all things necessary and proper for the operation of said business, specifically including the purchase and development of real estate, both improved and unimproved, for any reason related to the business purpose.

ARTICLE FIVE

PARAGRAPH 1: The aggregate number of shares which the corporation is authorized to issue is 3,000, divided into one classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
Common	None	3,000	None.

PARAGRAPH 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State, and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares	Number of shares	Total consideration to be received therefor:
Common	1,200	\$ 120,000
		\$
		\$
		\$

ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is: three.

ARTICLE NINE

PARAGRAPH 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$120,000

PARAGRAPH 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be \$120,000

PARAGRAPH 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$175,000

PARAGRAPH 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be \$175,000

/s/ Edward De Boer
/s/ Duane Rosendael
/s/ Richard Kvenhouse

} Incorporators

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS,

COOK County } ss.

I, [ILLEGIBLE], a Notary Public do hereby certify that on the 5th day of [ILLEGIBLE], 1958, EDWARD DE BOER, DUANE ROSENDAEL, and RICHARD EVENROUSE (Name of Incorporators) personally appeared before me and being first duly sworn by me severally acknowledged that they signed the fore-going document in the respective capacities therein set forth and declared that the statements therein contained and [ILLEGIBLE]

THE WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



[ILLEGIBLE]
 Notary Public

FORM B

ARTICLES OF INCORPORATION

ARC DISPOSAL COMPANY, INC.

The following fees are required to be paid at the time of issuing certificate of incorporation: *Filing Fee*, \$20.00; *Initial License fee* of 50c per \$1,000.00 or 1/20 of 1% of the amount of stated capital and paid in surplus the corporation proposes to issue without further report (Article Six); *Franchise tax* of 1/20 of 1% of the *issued*, as above noted. However, the minimum *annual franchise tax* is \$10.00 and varies monthly on \$20,000 or less, as follows: January, \$15; February, \$14.17; March, \$13.34; April, \$12.50; May, \$11.67; June, \$10.84; July, \$10.00; Aug., \$9.17; Sept., \$8.34; Oct., \$7.50; Nov., \$6.67; Dec., \$5.84; (See Sec. 133, BCA).

In excess of \$20,000.00 the *franchise tax per* \$1,000.00 is as follows: Jan., \$0.75; Feb., .7084; March, .6667; April, .625; May, .5834; June, .5417; July, .50; Aug., .4584; Sept., .4167; Oct. 375; Nov., .3334; Dec, .2917.

All shares issued in excess of the amount mentioned in Article Six of this application must be reported within 60 days from date of issuance thereof, and franchise tax and license fee paid thereon; otherwise, the corporation is subject to a penalty of 1% for each month on the amount until reported and subject to a fine not to exceed \$500.00.

The same fees are required for a subsequent issues of shares except the filing fee is \$1.00 instead of \$20.00

FILED
 JUN 11 1958
 [ILLEGIBLE]
 Secretary of State

(Do not write in this space)		
Date Paid		6-2-66
License Fee	\$	
Franchise Tax	\$	
Filing Fee	\$	20.00
Clerk		[ILLEGIBLE]

(File in Duplicate)

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
ARC DISPOSAL COMPANY, INC.
(Exact Corporate Name)**

To PAUL POWELL,
Secretary of State
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

ARC DISPOSAL COMPANY, INC.

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

ARTICLE SIX of the Articles of Incorporation be amended as follows : "The class and number of shares which the Corporation proposes to issue without further report to the Secretary of State and the consideration (expressed in dollars) to be received by the Corporation therefor, are :

Class of Shares	No. of Shares	Total consideration to be received therefor :
Common	800	\$39,336.00

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 800; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	800

(Disregard separation into classes if class voting does not apply to the amendment Voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 800; and the number of shares voted against said amendment or amendments was -0-. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	800	-0-

(Disregard these items unless the amendment restates the articles of incorporation.)

Item 1. On the date of the adoption of this amendment, restating the articles of incorporation, the corporation had 800 shares issued, itemized as follows:

Class	Series (If Any)	Number of Shares	Par value per share or statement that shares are without par value
Common		800	Without par value

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of \$39,336 and a paid-in surplus of \$ — or a total of \$39,336.

(Disregard this Article where this amendment contains no such provisions.)

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

The number of shares to be issued without further report is changed from 1200 shares to 800 shares.

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

The amount of stated capital is corrected to read \$39,336.00, instead of \$120,000.00.

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

	Before Amendment	After Amendment
Stated capital	\$120,000	\$39,336
Paid in surplus	\$ —	\$ —

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its — President, and its corporate seal to be hereto affixed, attested by its — Secretary, this 26th day of May, 1966.



PLACE
(CORPORATE SEAL)
HERE

ARC DISPOSAL COMPANY, INC.

(Exact Corporate Name)

By Edward De Boer

Its President

Duane Rosendael

Its Secretary

STATE OF

ILLINOIS

COUNTY OF

COOK

} as.

I, Marie Schlagel, a Notary Public, do hereby certify that on the 26th day of May 1966, Edward De Boer personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



PLACE (NOTARIAL SEAL)
HERE

/s/ Marie Schlagel

Notary Public

Form BCA - 55

ox 3974 File 766

**ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
ARC DISPOSAL COMPANY, INC.**

FILED

JUN 2 1966

[ILLEGIBLE]
Secretary of State

FILE IN DUPLICATE

Filing Fee \$20.00

Filing Fee for Re-Stated Articles \$50.00

**AMENDED AND RESTATED BYLAWS
OF
ARC DISPOSAL COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

BCA-2.10 (Rev. Jul. 1984)

Submit in Duplicate
[ILLEGIBLE]

GEORGE H. RYAN
JIM EDGAR
Secretary of State
State of Illinois

File #

This Space For Use By
Secretary of State

ARTICLES OF INCORPORATION

Date 4-18-91
License Fee \$ 25
Franchise Tax \$ 25
Filing Fee \$ 75
Clerk TD 100

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is ADVANCED DISPOSAL INC.
(Shall contain the word "corporation", "company", "incorporated",
"limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:
Registered Agent CRAIG R. YOUNG
First Name Middle Name Last Name
Registered Office 9N044 OAK BLUFF DRIVE
Number Street Suite # (A P.O. Box alone is not acceptable)
Elgin 60123 KANE
City Zip Code County

ARTICLE THREE The purpose or purposes for which the corporation is organized are:
If not sufficient space to cover this point, add one or more sheets of this size.

To engage in any lawful act or activity for which a corporation may be organized under the Illinois Business Corporation Act and the laws of the State of Illinois.

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value per share	Number of shares authorized
COMMON	NPV	1000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:
If not sufficient space to cover this point, add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	*Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
COMMON	NPV	1,000	\$ 1,000
			\$
			\$
			\$
		TOTAL	\$ 1,000

* A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

ARTICLE SIX **OPTIONAL**

The number of directors constituting the initial board of directors of the corporation is _____, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address

ARTICLE SEVEN OPTIONAL

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT **OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated APRIL 1, 1991

	Signatures and Names		Post Office Address
1.	<u>Craig R. Young</u> Signature	1.	<u>9N044 OAK BLUFF DR.</u> Street
	<u>Craig R. Young</u> Name (please print)		<u>Elgin, IL, 60123</u> City/Town State Zip
2.	_____ Signature	2.	_____ Street
	_____ Name (please print)		_____ City/Town State Zip
3.	_____ Signature	3.	_____ Street
	_____ Name (please print)		_____ City/Town State Zip

(Signatures must be in ink on original document. Carbon copy, xerox or rubber stamp signatures may only be used on conformed copies)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

File No. _____

**ARTICLES OF INCORPORATION
FILED**

APR 18 1991

GEORGE H. RYAN
SECRETARY OF STATE

FEE SCHEDULE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (see Art. 5), MINIMUM \$.50; INITIAL FRANCHISE TAX of 1/10th of 1% of the consideration to be received for initial issued shares (see Art 5), MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Submit in Duplicate

JIM EDGAR
Secretary of State
State of Illinois

Remit payment in Check or Money Order, payable to "Secretary of State".

DO NOT SEND CASH!

ARTICLES OF AMENDMENT

This Space For Use By Secretary of State	
Date	3-30-92
License Fee	\$
Franchise Tax	\$ 25
Filing Fee	\$
Clerk	[ILLEGIBLE]

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is **ADVANCED DISPOSAL INC.** (Note 1)

ARTICLE TWO The following amendment of the Articles of Incorporation was adopted on MARCH 10, 1992 in the manner indicated below. ("X" one box only.)

- o By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- o By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment, (Note 3)
- o By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: RESOLVED, that the Articles of Incorporation be amended to read as follows:)

AREA DISPOSAL INC.
(NEW NAME)

All changes other than name, include on page 2
(over)

Resolved, that the Articles of Incorporation be amended to read as follows:

Article One: The name of the corporation is
Area Disposal Inc.

I, the undersigned, being the only Director of Advanced Disposal Inc. and Illinois Corporation, do hereby take the following action:

Resolved, that the Articles of Incorporation be amended to read as follows:

Article One: The name of the corporation is
Area Disposal Inc.

Craig R. Young
Being the only Director of
said Corporation

3-12-92
Place and Date

Shareholder Consent

I, the undersigned, being the owner of record of all the issued and Outstanding shares of Advanced Disposal Inc., an Illinois Corporation, do hereby consent to the amendment above, changing the corporate name to Area Disposal Inc.

Craig R. Young
Being the Holder of record of
the shares of said Corporation

3-12-92
Place and Date

AMENDED AND RESTATED BYLAWS
OF
AREA DISPOSAL, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION

OF

ARIANA, LLC

1. The name of the limited liability company is Ariana, LLC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Ariana, LLC this 29th day of June, 1998.

/s/ L. Frank Cordero

L. Frank Cordero
Authorised Person

**SECOND AMENDED & RESTATED
OPERATING AGREEMENT FOR
ARIANA, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of ARIANA, LLC, a Delaware limited liability company (the “Company”), is made and entered into on July 20, 2001, by Republic Services Aviation, Inc. (“Aviation”). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the “Law”). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation (“Certificate”) The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that David A. Barclay was and is an “authorized person” (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that Aviation is, and has been admitted as the sole member of the Company, and that Aviation's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

- (a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).
 - (b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.
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IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2);and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Second Amended and Restated Operating Agreement on July 20, 2001.

REPUBLIC SERVICES AVIATION, INC.

By: /s/ David A. Barclay
David A. Barclay
Title: Vice President & Secretary

SCHEDULE I
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below;

“Law” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“Agreement” means this Second Amended and Restated Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“Assignee” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“Code” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“Entity” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“Majority in Interest of the Members” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“Member” or **“Members”** refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO SECOND AMENDED AND RESTATED OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services Aviation, Inc., a Florida corporation	\$1.00	1

SECRETARY OF THE
COMMONWEALTH

02 JUN 27 AM 10:12

CORPORATION DIVISION

Examiner

Name
Approved
COPY

C o

P o

M o

R.A. o

P.C.

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

ATLANTIC WASTE HOLDING COMPANY, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To conduct a general business of waste removal for the general public.

To do all things reasonably necessary, appropriate, or ancillary to the general conduct of the business.

To acquire, hold manage, and dispose of ownership, leasehold, tenancy, easement or profit, and license interests in all kinds of real and personal property.

To enter into, make and perform contracts of every kind and description with any person, firm or association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow money, to issue notes, bonds or other obligations, secured or unsecured, of the corporation for any purpose for which it is incorporated, to undertake, assume or guarantee the obligations or liabilities of others, whether or not controlling, controlled by or under common control with this corporation, and to mortgage, pledge or otherwise encumber any and all of its real or personal property for the benefit of others, whether or not as determined by this corporation to be furtherance of its business purposes.

The foregoing clauses are to be construed both as purposes and powers, and it is hereby expressly provided that the enumeration hereof of specific purposes and powers shall not be held to limit or restrict in any manner the exercise and enjoyment of all the general purposes and powers of corporations organized under Chapter 156B of the Massachusetts General Laws.

Note: If the space provided, under any article or item on this form is insufficient additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

<u>WITHOUT PAR VALUE</u>		<u>WITH PAR VALUE</u>		
<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>TYPE</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Common:	20,000	Common:	N/A	
Preferred:	N/A	Preferred:	N/A	

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

None

*** If there are no provisions state "None":*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:
30 Bourne Road, Plymouth, Massachusetts

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	<u>NAME</u>	<u>RESIDENTIAL ADDRESS</u>	<u>POST OFFICE ADDRESS</u>
President:	Julie A. Latini	30 Bourne Road Plymouth, MA 02360	P.O. BOX 1650 Plymouth, MA 02360
Treasurer:	George Latini	30 Bourne Road Plymouth, MA 02360	P.O. BOX 1650 Plymouth, MA 02360
Clerk:	Julie A. Latini	Same as above	Same as above
Directors:	Julie A. Latini	Same as above	Same as above
	George Latini	Same as above	Same as above

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of December

d. The name and business address of the resident agent, if any, of the corporation is: N/ A

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY. I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 26th day of June, 2002.

/s/ Lothrop Withington III
Lothrop Withington III, Esquire
15 Caswall Lane
Plymouth, MA 02360

Note: If an existing corporation is acting as incorporator, type to the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

**BYLAWS
OF
ATLANTIC WASTE HOLDING COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Organization, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Organization, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Organization or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Clerk shall act as secretary of each meeting of the stockholders; in the Clerk's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as clerk for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Articles of Organization or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Articles of Organization or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Organization or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board

of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President, Treasurer and a Clerk. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Organization or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Clerk. The Clerk shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Clerk shall also perform like duties for the standing committees when required. The Clerk shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Clerk shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if

there is no Assistant Clerk, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Clerk shall have custody of the seal of the Corporation and the Clerk or any Assistant Clerk, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Clerk or by the signature of any such Assistant Clerk. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Clerk shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries/Clerks. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Clerk, and in the absence of the Clerk or in the event of his disability or refusal to act, shall perform the duties of the Clerk, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Clerk.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Clerk or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Clerk may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the

stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Organization or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Articles of Organization or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Organization, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the

Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership,

limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Articles of Organization, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Articles of Organization, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Articles of Organization shall be deemed to refer to its articles or certificate of organization and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Articles of Organization and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Articles of Organization or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION OF "ATLAS TRANSPORT"

1. THE NAME OF THIS CORPORATION IS "ATLAS TRANSPORT, INC"
2. THE PURPOSES FOR WHICH THIS CORPORATION IS FORMED ARE:
 - (A) THE SPECIFIC BUSINESS IN WHICH THIS CORPORATION PROPOSES TO PRIMARILY ENGAGE IS THE BUSINESS OF MOTOR TRUCKING ALSO KNOWN AS TRUCK FREIGHT.
3. THE COUNTY IN THE STATE OF CALIFORNIA WHERE THE PRINCIPAL OFFICE FOR THE TRANSACTION OF BUSINESS IS TO BE LOCATED IN LOS ANGELES COUNTY.
4. THE CORPORATION IS AUTHORIZED TO ISSUE ONLY ONE CLASS OF STOCK.
 - (A) THE TOTAL NUMBER OF SHARES AUTHORIZED TO BE ISSUED IS ONE THOUSAND SHARES.
 - (B) ALL SHARES OF STOCK ARE TO BE WITHOUT PAR VALUE.
5. EACH SHAREHOLDER OR SUBSCRIBER TO THE SHARES OF THIS CORPORATION SHALL BE ENTITLED TO FULL PRE-EMPTIVE OR PREFERENTIAL RIGHTS, TO PURCHASE AND/OR SUBSCRIBE FOR HIS OR HER PROPORTIONATE PART OF ANY SHARES WHICH MAY AT ANY TIME BE ISSUED BY THIS CORPORATION.
6. THE NUMBER OF DIRECTORS OF THIS CORPORATION SHALL BE THREE IN NUMBER. THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE APPOINTED TO ACT AS THE FIRST DIRECTORS OF THIS CORPORATION ARE:

AUDREY R. CASPARY 9209 DORRINGTON PLACE, ARLETA, CALIFORNIA, 91332

HERBERT J. CASPARY, 9209 DORRINGTON PLACE, ARLETA, CALIFORNIA, 91332

CHARLES P. CASPARY, 9209 DORRINGTON PLACE, ARLETA, CALIFORNIA, 91332

IN WITNESS THEREOF, FOR THE PURPOSE OF FORMING THIS CORPORATION UNDER THE LAWS OF THE STATE OF CALIFORNIA, WE, THE UNDERSIGNED, CONSTITUTING THE INCORPORATORS OF THIS CORPORATION, INCLUDING THE PERSONS NAMED HEREINAFTER AS THE FIRST DIRECTORS OF THIS CORPORATION, HAVE EXECUTED THESE ARTICLES OF INCORPORATION THIS 13TH DAY OF AUGUST, 1964.

ENDORSED
FILED

In the office of the Secretary [ILLEGIBLE]
of the State of California

AUG 21 1964

FRANK M. JORDAN, Secretary of State
By JAMES E. HARRIS
Deputy

/s/ AUDREY R. CASPARY
AUDREY R. CASPARY

/s/ CHARLES P. CASPARY
CHARLES P. CASPARY

/s/ HERBERT J. CASPARY
HERBERT J. CASPARY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON AUGUST 13TH, 1964, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AUDREY R. CASPARY, CHARLES P. CASPARY AND HERBERT J. CASPARY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

SEAL



Rahutd Kiddao

My Commission Expires October 31, 1965

**SECOND AMENDED AND RESTATED BYLAWS
OF
ATLAS TRANSPORT, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
STOCKLEY ROAD INC.

FIRST: The name of the Corporation is STOCKLEY ROAD INC.

SECOND: The address of the Corporation's registered office is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware, and the name of its registered agent thereat is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one thousand shares of common stock of the par value of one dollar (\$1.00) per share.

FIFTH: The name and mailing address of the incorporator is M. Katherine Neville, One Wall Street, New York, New York 10005.

SIXTH: The Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation.

SIXTH: The Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation.

IN WITNESS WHEREOF, I have made, signed, and sealed this Certificate of Incorporation on this 9th day of October, 1984.

/s/ M. Katherine Neville

M. Katherine Neville
Incorporator

STOCKLEY ROAD, INC.
CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF INCORPORATION

The undersigned, being President of STOCKLEY ROAD, INC., a Delaware corporation (the "Corporation"), and being duly authorized thereto, does hereby CERTIFY that:

1. The first paragraph of the Certificate of Incorporation of the Corporation is amended as follows:

First: The name of the Corporation is
Attwoods of North America, Inc.

2. The foregoing amendment was duly set forth by the Board of Directors of the Corporation and duly adopted by the sole shareholder of the Corporation in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has hereunto caused this Certificate to be executed this 26th day of August, 1991.

By: /s/ Edwin D. Johnson
Edwin D. Johnson
President

Attest:

By: /s/ Phillip C. Foreman
Phillip C. Foreman
Secretary

ATTWOODS OF NORTH AMERICA, INC.

**CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF INCORPORATION**

The undersigned, being President of ATTWOODS OF NORTH AMERICA, INC., a Delaware corporation (the "Corporation"), and being duly authorized thereto, does hereby CERTIFY that:

1. The fourth paragraph of the Certificate of Incorporation of the Corporation is amended as follows:

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is two thousand shares of common stock of the par value of one dollar (\$1.00) per share.

The foregoing amendment was duly set forth by the board of directors of the Corporation and duly adopted by the sole shareholder of the corporation in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has hereunto caused this Certificate to be executed this 12th day of August, 1993.

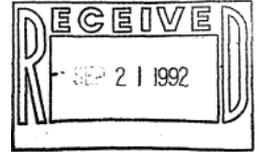
By: /s/ Edwin D. Johnson

Edwin D. Johnson
President

Attest:

By: /s/ Phillip C. Foreman
Phillip C. Foreman
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/07/1992
921895251 — 2046000



CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

WEST DRAYTON INC.

INTO

ATTWOODS OF NORTH AMERICA, INC.

ATTWOODS OF NORTH AMERICA, INC., a corporation organized and existing under the laws of the state of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated under the name of STOCKLEY ROAD, INC., on the 11th day of October, 1984, pursuant to the provisions of THE GENERAL CORPORATIONS ACT of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of WEST DRAYTON INC., a corporation incorporated on the 11th day of October 1984, pursuant to the provisions of THE GENERAL CORPORATIONS ACT of the State of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, by the unanimous written consent of its members, filed with the minutes of the Board on the 6th day of February, 1992, determined to and did merge into itself said WEST DRAYTON INC.

RESOLVED, that ATTWOODS OF NORTH AMERICA, INC. merge, and it hereby does merge into itself said WEST DRAYTON INC., and assumes all of its obligations;

and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of Delaware.

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said WEST DRAYTON INC. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of state and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

IN WITNESS WHEREOF, said ATTWOODS OF NORTH AMERICA, INC., caused this Certificate to be signed by its President and attested by its Secretary this 1 day of July, 1992.

By: /s/ Edwin Johnson
EDWIN JOHNSON, President

ATTEST:

By: /s/ PHILLIP FOREMAN
PHILLIP FOREMAN, Secretary

**AMENDED AND RESTATED BYLAWS
OF
ATTWOODS OF NORTH AMERICA, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

[ILLEGIBLE STAMP]

STATE OF ALABAMA
DOMESTIC LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:

STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.

STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Autauga County Landfill, LLC

(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual

Article III The Limited Liability Company has been organized for the following purpose(s):
non-hazardous solid waste management

Article IV The street address (NO PO BOX) of the registered office: 2000 Interstate Park Drive, Suite 204, Montgomery, Alabama 36109 and the name of the registered agent at that office: The Corporation Company

Article V The names and addresses of the initial member(s), and organizer (if any):

Allied Waste North America, Inc., Sole Member
15880 N Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260

(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.
n/a

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the 4th day of September, 2003.

THIS DOCUMENT PREPARED BY:

[ILLEGIBLE]

/s/ Jo Lynn White
Signature of Member/Organizer

**OPERATING AGREEMENT OF
AUTAUGA COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of September 11, 2003, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Autauga County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Alabama law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Alabama shall be The Corporation Company, 2000 Interstate Park Drive, Suite 204, Montgomery, County of Montgomery, Alabama. The registered office may be changed to any other place within the State of Alabama upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Alabama are The Corporation Company, 2000 Interstate Park Drive, Suite 204, Montgomery, Alabama. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Alabama, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Alabama. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 10-12-38 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 10-12-39 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Alabama Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Alabama Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Alabama Law. The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Alabama Limited Liability Company Act, as set forth in Alabama Code Ann. Chapter 12, § 10, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

FILED
OCT 2 1986
JANE BURGIO
Secretary of State

CERTIFICATE OF INCORPORATION
OF
AUTOMATED MODULAR SYSTEMS, INC.

To: The Secretary of State
State of New Jersey

The undersigned, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, does hereby execute the following Certificate of Incorporation.

(1) The name of the corporation is AUTOMATED MODULAR SYSTEMS, INC.

(2) The purpose or purposes for which the corporation is organized are: To do any lawful act or thing for which corporations may be organized pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes.

(3) The aggregate number of shares which the corporation shall have the authority to issue is 2500 shares each of which shall have no par value.

(4) The address of the corporation's initial registered office is Morrison, Strydesky & Company, 123 North Union Avenue, Suite 304, Cranford, New Jersey 07016.

The name of the corporation's initial registered agent at such address is John Strydesky.

(5) The number of directors constituting the initial board of directors shall be two and the names and address are as follows:

NAME	ADDRESS
Frank Capone	Morrison, Strydesky & Company 123 North Union Avenue, Suite 304 Cranford, New Jersey 07016
James C. Maddaluna, Jr.	Morrison, Strydesky & Company 123 North Union Avenue, Suite 304 Cranford, New Jersey 07016

(6) The name and address of the Incorporator is as follows:

NAME	ADDRESS
Beth E. Doyle	840 Bear Tavern Road West Trenton, New Jersey 08628

IN WITNESS WHEREOF, the undersigned of the above named corporation, has hereunto signed this Certificate of Incorporation this second day of September, 1986.

/s/ Beth E. Doyle
Beth E. Doyle
Incorporator

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION
OF
AUTOMATED MODULAR SYSTEMS, INC.

To: The Secretary of State
State of New Jersey

The undersigned, being the sole incorporator of the corporation does hereby execute the following Certificate of Amendment, pursuant to the provision of Section 14A:19-2 (1) and Section 14:9-4(1), Corporations, General of the New Jersey Statutes.

- (1) The name of the corporation is AUTOMATED MODULAR SYSTEMS, INC.
- (2) Article (5) of the Certificate of Incorporation is hereby amended to read as follows:
- (5) The number of directors constituting the initial board of directors shall be two and the names and addresses are as follows:

NAME

ADDRESS

Susan Maddaluna

1001 Clinton Street
Linden, NJ 07036

James C. Maddaluna, Sr.

1001 Clinton Street
Linden, NJ 07036

IN WITNESS WHEREOF, the undersigned has hereunto consented and signed this Certificate of Amendment before the organization meeting of the directors this sixth day of October, 1986.

/s/ Beth E. Doyle

Beth E. Doyle
Incorporator

**AMENDED AND RESTATED BYLAWS
OF
AUTOMATED MODULAR SYSTEMS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to

any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested

directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
AUTOSRED, INC.

We, the undersigned, being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The General and Business Corporation Act of Missouri", do hereby adopt the following Articles of Incorporation.

ARTICLE ONE

The name of the corporation is: Autosred, Inc.

ARTICLE TWO

The address of its initial registered office in the State of Missouri is: Rural Route 1, Warrensburg, Missouri, 64093, and the name of its initial registered agent at such address is: Vernon M. Cagle.

ARTICLE THREE

The aggregate number of shares which the corporation shall have authority to issue shall be One Thousand (1,000) of the par value of none.

ARTICLE FOUR

The number of shares to be issued before the corporation shall commence business is One Hundred (100) shares and the consideration to be paid therefor and the capital with which the corporation shall commence business is Five Hundred Dollars (\$500.00), all of which has been paid up in lawful money of the United States.

ARTICLE FIVE

The name and place of residence of the shareholder and the number of shares of each class subscribed be each are:

<u>NAME</u>	<u>ADDRESS</u>	<u>SHARES</u>
Vernon M. Cagle	Route 1, Warrensburg, Missouri	100



ARTICLE SIX

The number of directors to be elected at the first meeting of the shareholder is one (1).

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is formed for the following purposes: To own, possess, purchase, sell, lease, trade, exchange, and mortgage real estate and personal property, notes, bonds, securities and other properties; to construct and erect dwellings, commercial buildings and rental property, and other buildings and houses and to develop lands for residential and commercial properties; to borrow money and mortgage its property; to buy or assume mortgages or other liens on real and personal property; to engage in the scrapping and reclamation of steel and other materials; and to do all things reasonable and necessary to conduct the business aforesaid.

IN WITNESS WHEREOF, the Articles of Incorporation have been signed this 27th day of June, 1974.

/s/ Vernon M. Cagle

STATE OF MISSOURI)
) SS
COUNTY OF JOHNSON)

I, Charles B. Fain, a notary public, do hereby certify that on the 27 day of June, 1974, personally appeared before me Vernon M. Cagle who being be me first duly sworn severally declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

/s/ Charles B. Fain
CHARLES B. FAIN, NOTARY PUBLIC

My commission expires November 13, 1977.

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO. 65102

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

- (1) The present name of the corporation is Autosred, Inc.
The name under which it was originally organized was Autosred, Inc.
- (2) An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on December 12, 1990.
- (3) Article One of the Corporation's Articles of Incorporation is hereby deleted in its entirety and the following new Article One is inserted in lieu thereof.
"The name of the corporation is Autoshred, Inc."
- (4) On December 12, 1990 100 shares of Corporation's common stock, no par value, were issued and outstanding, and all of such shares were entitled to vote on such amendment.
- (5) The number of shares voted for and against the amendment was as follows:

<i>Class</i>	<i>No. Voted For</i>	<i>No. Voted Against</i>
Common Stock, no par value	100	-0-

- (6) The amendment does not change the number or par value of authorized shares.
 - (7) The amendment does not provide for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class.
-

**ARTICLES OF MERGER
OF ALLIED ACQUISITION TWO, INC. INTO
AUTOSHRED, INC.
(MISSOURI)**

Pursuant to the provisions of Section 351.410 of the Missouri General and Business Corporation Law, the undersigned Missouri corporations adopt the following articles of merger for the purpose of merging them into one of such corporations:

1. The Agreement and Plan of Merger (the "Plan") attached hereto as Exhibit A and incorporated herein by reference was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Missouri General and Business Corporation Law. Pursuant to the Plan, Allied Acquisition Two, Inc. will be merged with and into Autoshred, Inc. with Autoshred, Inc. being the surviving corporation.

2. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote on the Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>
Autoshred, Inc.	100	Common Stock, no par value
Allied Acquisition Two, Inc.	1,000	Common Stock, \$.01 par value

3. No shares of any class or series (other than the common stock no par value of Autoshred, and the common stock, \$.01 par value of Allied Acquisition Two) of either corporation are outstanding, and no shares of any class or series of either corporation are entitled to vote as a class.

4. As to each corporation, the number of shares voted for and against the Plan are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>
Autoshred, Inc.	100	-0-	Common Stock, no par value
Allied Acquisition Two, Inc.	1,000	-0-	Common Stock, \$.01 par value

Dated: December 13, 1990.

AUTOSHRED, INC.

ALLIED ACQUISITION TWO, INC.

By: /s/ Roger L. Sudduth, President
Roger L. Sudduth, President

By: /s/ Daniel J. Ivan
Daniel J. Ivan, President & Secretary

X Janet Sudduth

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Nancy J. Marks, a Notary Public, do hereby certify that on the 12th day of December, 1990, personally appeared before me Daniel J. Ivan, who being by me first duly sworn declared that he is the person who signed the foregoing document as president, and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

/s/ Nancy J. Marks
Notary Public

My Commission expires:
April 8, 1991

NANCY J. MARKS
Notary Public — State of Missouri
Commissioned in Lafayette County
My Commission Expires April 8, 1991

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Nancy J. Marks, a, Notary Public, do hereby certify that on the 12th day of December, 1990, personally appeared before me Roger L. Sudduth, who being by me first duly sworn declared that he is the person who signed the foregoing document as president, and that the statements therein contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

/s/ Nancy J. Marks
Notary Public

My Commission expires:
April 8, 1991

NANCY J. MARKS
Notary Public — State of Missouri
Commissioned in Lafayette County
My Commission Expires April 8, 1991



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made and entered into the 13th day of December, 1990, by and between Allied Acquisition Two, Inc., a Missouri corporation ("Merger Sub") and Autoshred, Inc., a Missouri corporation ("Company").

W I T N E S S E T H:

WHEREAS, Company is a corporation duly organized and validly existing under the laws of the State of Missouri and has, and will have as of the Effective Time (hereinafter defined), authorized capital stock consisting of 1000 shares of common stock, no par value per share ("Company Common Stock"), 100 shares of which are, and will be as of the Effective Time, issued and outstanding; and

WHEREAS, Merger Sub is a corporation duly organized and validly existing under the laws of the State of Missouri and has, and will have as of the Effective Time, authorized capital stock consisting of 1000 shares of common stock, \$.01 par value ("Sub Common Stock"), all of which are, and will be as of the Effective Time, issued and outstanding and owned by Allied Waste Industries, inc., a Delaware corporation ("Parent"); and

WHEREAS, the respective boards of directors of Company, Merger Sub and Parent have determined that it is desirable and in the best interests of each of the corporations to effect a reorganization, whereby (i) Merger Sub will be merged with an into Company, with Company being the surviving corporation in the merger, pursuant to the Missouri General and Business Corporation Law, as amended ("MGBCL"); and (ii) each outstanding share of Company Common Stock will be converted into 11,000 shares of Parent's common stock, \$.001 par value ("Parent Common Stock"); and

WHEREAS, Company, Parent and Merger Sub have, pursuant to the authorizations of their respective boards of directors, approved such reorganization and have entered into a Reorganization Agreement of even date herewith (the "Reorganization Agreement"), which contemplates the execution and delivery of this Merger Agreement by Company and Merger Sub; and

WHEREAS, the respective board of directors and shareholders of each of Company and Merger Sub have duly authorized the execution hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, Company and Merger Sub hereby agree that Merger Sub shall be merged into Company in accordance with the terms and conditions of this Merger Agreement ("Merger") and prescribe the terms and conditions of said merger of Merger Sub into Company, the mode of carrying it into effect, the name of the surviving corporation, the manner and basis

of converting shares of Company Common Stock outstanding immediately prior to the merger into and for shares of Parent Common Stock, and such other details and provisions as are deemed necessary or desirable as follows:

1. Merger. Subject to the conditions hereinafter set forth, at the Effective Time, Merger Sub shall be merged with and into Company, and Company shall be the surviving corporation and its corporate existence shall continue unaffected and unimpaired. The separate corporate existence of Merger Sub shall cease at the Effective Time, and thereupon Company and Merger Sub shall be a single corporation which shall be Company, which shall continue to be a Missouri corporation subject to and governed by the laws of the State of Missouri.

2. Name of Surviving Corporation. At the Effective Time, the name of the surviving corporation shall be Autoshred, Inc.

3. Articles of Incorporation and Bylaws of Surviving Corporation. At the Effective Time, the Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of Company in effect immediately prior to the Effective Time. No amendments to the Articles of Incorporation of the surviving corporation shall be effected by the merger. At the Effective Time, the Bylaws of the surviving corporation shall be the Bylaws of Company in effect immediately prior to the Effective Time.

4. Directors of Surviving Corporation. At the Effective Time, the directors of the surviving corporation shall be the persons listed below, who shall serve until their successors shall have been elected and shall qualify:

Roger Ramsey
Daniel Ivan
Dwight Carmichael

5. Officers of Surviving Corporation. At the Effective Time, the officers of the surviving corporation shall be the persons listed below, who shall serve at the pleasure of the directors of the surviving corporation.

President	Daniel Ivan
Vice President	Jerrold Duane Stapley
Secretary	Dwight Carmichael

6. Rights and Property of Surviving Corporation. At the Effective Time, Company, as the surviving corporation, shall possess all of the rights, privileges, immunities, and franchises of a public as well as a private nature, of Merger Sub and Company; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and ever other interest of or belonging to or due to Merger Sub and Company shall be deemed to be transferred to and vested in Company as the surviving

corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Merger Sub or Company shall not revert or be in any way impaired by reason of such merger.

7. Liabilities and Obligations of Surviving Corporation. From and after the Effective Time, Company, as the surviving corporation, shall be responsible and liable for all the liabilities and obligations of Merger Sub and Company and any claim existing or action or proceeding, whether civil or criminal, pending by or against any of such corporations may be prosecuted as if such merger had not taken place, or Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Merger Sub or Company shall be impaired by such merger.

8. Conversion of Company Common Stock. At the Effective Time, each share of Company Common Stock, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, without any action on the part of the holder thereof, be converted into 11,000 shares of Parent Common Stock, for a maximum of 1,100,000 shares of Parent Common Stock to be issued pursuant to the Merger.

9. Conversion of Sub Common Stock. At the Effective Time, each share of Sub Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, without any action on the part of the holder thereof, be converted into one share of the common stock of surviving corporation.

10. Modification and Waiver. Any of the terms or conditions of this Merger Agreement may be waived at any time, whether before or after action thereon by the shareholders of Company or Merger Sub, by the party which is entitled to the benefits thereof; and this Merger Agreement may be modified or amended by the mutual written agreement of the parties hereto at any time before action thereon by the shareholders of Company or Merger Sub. Any waiver, modification or amendment shall be in writing.

11. Closing Date; Effective Time. The closing of the Reorganization Agreement, this Merger Agreement and the transaction contemplated hereby and thereby shall be held at 9:00 a.m. (central standard time) on December 13, 1990 at the offices of Lathrop, Norquist & Miller, 2600 Mutual Benefit Life Building, 2345 Grand Avenue, Kansas City, Missouri, 64108, or at such other date, time and place as the parties may agree upon in writing (the "Closing Date"). Subject to the terms and conditions hereof, on the Closing Date, Company and Merger Sub shall execute and deliver (i) the Merger Agreement, (ii) appropriate articles of merger as are required to be filed under the laws of the State of Missouri to effectuate the merger (the "Merger Documents"), in accordance with the applicable provisions of the MGBCL. Forthwith upon the execution of the Merger Documents as aforesaid, Merger Sub and Company shall each cause such Merger Documents to be filed with the Secretary of State of Missouri and shall take all such other action necessary to effectuate the merger. The merger shall become effective in Missouri upon the issuance by the Secretary of State of Missouri of a Certificate of Merger with

respect to the merger. The time of issuance of the Certificate of Merger shall for purposes of this Merger Agreement be the "Effective Time."

12. Miscellaneous. This Merger Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the name instrument, but only one of which need be produced. The headings of the paragraphs and subparagraphs hereof are inserted for convenience only and shall not be deemed to constitute part hereof or to affect the construction hereof. As used in the Merger Agreement, the words "herein", "hereof", and "hereunder" and other words of similar import refer to the Merger Agreement as a whole and not to any particular paragraph, subparagraph or other subdivision.

IN WITNESS WHEREOF, each of the parties hereto has caused the Merger Agreement to be signed in counterparts all as of the date first above written.

AUTOSHRED, INC.

By: /s/ Roger L. Sudduth
Its: President

ALLIED ACQUISITION TWO, INC.

By: /s/ Daniel J. Ivan
Its: President

AMENDED AND RESTATED BYLAWS
OF
AUTOSHRED, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as maybe allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders

and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same maybe amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same maybe amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid

by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:45 PM 09/26/1991
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**CERTIFICATE OF INCORPORATION
OF
AWIN LEASING COMPANY, INC.**

ARTICLE I

The name of the corporation is AWIN Leasing Company, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of common stock, \$.01 par value per share.

ARTICLE V

The governing board of the corporation shall be known as the board of directors, and the number of directors comprising the same shall be determined in accordance with the bylaws of the corporation. The initial board of directors shall consist of three (3) members. The name and mailing address of the members of the board of directors, who shall hold office until the first annual meeting of the stockholders, or until their successors are elected and qualify, are as follows:

Roger A. Ramsey
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Daniel J. Ivan
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Richard F. Verinder
6575 West Loop South, Suite 250
Bellaire, Texas 77401

ARTICLE VI

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE VII

7.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the

corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

7.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 and 7.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.4 Any indemnification under Sections 7.1 and 7.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 7.1 and 7.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

7.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

7.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

7.8 For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

7.9 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

7.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VIII

The corporation is to have perpetual existence.

ARTICLE IX

The name and address of the incorporator is Janis E. McRae, Porter & Clements, 700 Louisiana, Suite 3500, Houston, Texas 77002.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true and accordingly I have hereunto set my hand this 26th day of September, 1991.

/s/ Janis E. McRae
Janis E. McRae

THE STATE OF TEXAS

§

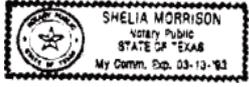
COUNTY OF HARRIS

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Before me, the undersigned authority, on this date personally appeared Janis E. McRae, known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he executed said certificate as his free act and deed and that the facts therein stated are true.

Given under my hand and seal this 26th day of September, 1991.



/s/ Shelia Morrison

Notary Public in and for
The State of TEXAS

SHELIA MORRISON

Printed Name of Notary Public

My Commission Expires 3/13/93

BYLAWS
OF
AWIN LEASING COMPANY, INC.
ARTICLE I
STOCKHOLDERS

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the board of directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the board of directors, or by a committee of the board of directors which has been duly designated by the board of directors, and whose powers and authority, as expressly provided in a resolution of the board of directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meeting. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than fifty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by

majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the Chairman of the Corporation, or in his absence by the President, or in his absence by a vice president, or in the absence of the foregoing persons by a chairman designated by the board of directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. All elections of directors and other questions shall, unless otherwise provided by law or by the certificate of incorporation or these bylaws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting;

provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action by Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number. The number of directors constituting the board of directors shall be three (3).

Section 2.2. Election; Resignation; Removal; Vacancies. The board of directors shall initially consist of the persons so designated in the certificate of incorporation. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors to replace those directors whose terms then expire. Any director may resign at any time upon written notice to the Corporation. Stockholders may remove directors with or without cause. Any vacancy occurring in the board of directors for any cause may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum, and each director so elected shall hold office until the expiration of the term of the director whom he has replaced.

Section 2.3. Regular Meetings. Regular meetings of the board of directors may be held at such places within or without the State of Delaware and at such times as the board of directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the board of directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the board of directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the second day before the date of the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of such board of directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the board of directors a majority of the board of directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 2.7. Organization. Meetings of the board of directors shall be presided over by the Chairman of the Board of Directors, if any, or in his absence by the Vice Chairman of the Board of Directors, if any, or in his absence by the Chairman of the Corporation, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board of directors or committee.

ARTICLE III

COMMITTEES

Section 3.1. Committees. The board of directors may, by resolution passed by a majority of the board of directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board of directors may designate one

or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the certificate of incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 151(a) of the General Corporation Law, fix any of the preferences or rights of the shares), adopting an agreement of merger or consolidation, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these bylaws; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2. Committee Rules. Unless the board of directors otherwise provides, each committee designated by the board of directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the board of directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

OFFICERS

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The board of directors shall choose a Chairman, Chief Executive Officer, President and Secretary, and it may, if it so determines, choose a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors from among its members. The board of directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the board of directors after the annual meeting of stockholders next succeeding this election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The board of directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the board of directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the board of directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the board of directors. The board of directors may require any officer, agent or employee to give security for the faithful performance of his duties.

ARTICLE V

STOCK

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issuance.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Indemnification in Non-Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by

judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 6.2. Indemnification in Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 6.3. Indemnification when Director, Officer or Employee Successful in Defense of Action. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 of this Article, or in defense of any claim, issue or matter therein, the Corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 6.4. Determination of Right to Indemnification. Any indemnification under Sections 6.1 and 6.2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.1 and 6.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 6.5. Advancement of Expenses. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be

determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6.6. Rights Hereunder Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 6.7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

Section 6.8. Definition of Corporation. For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 6.9. Certain Definitions. For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this section.

Section 6.10. Continuation of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has

ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Corporation shall end at the close of business on the 31st day of December in each year.

Section 7.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the board of directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee which authorizes the contract or transaction.

Section 7.5. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minutes books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the board of directors.

AWIN LEASING COMPANY, INC.

By: /s/ R. Philip Carey

R. Philip Carey, Secretary



Prescribed by J. Kenneth Blackwell

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please

Expedite this form
o Yes

call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ARTICLES OF ORGANIZATION
(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability Company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be:
AWIN Leasing II, LLC
(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

SECOND: This limited liability company shall exist for a period of -perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:
15880 N. Greenway-Hayden Loop, Suite 100
(street address or post office box)

Scottsdale, Arizona 85260
(city, village, or township) (state) (zip code)

Please check this box if additional provisions are attached hereto
Provisions attached hereto are incorporated herein and made a part of these articles of organization.

J. Kenneth Blackwell
Secretary of State

FOURTH: Purpose (optional)
Leasing for a non-hazardous solid waste management company

IN WITNESS WHEREOF, we have hereunto subscribed our names on

October 6, 2000
(date)

Signed /s/ Donald W. Slager
Name: Donald W. Slager, Vice President/Operations*

Signed _____
Name: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

*of Allied Waste North America, Inc., Sole Member

**OPERATING AGREEMENT
OF AWIN LEASING II, LLC**

This Operating Agreement (the "Agreement") of AWIN LEASING II, LLC (the "Company") is executed as of October 13, 2000, by ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is AWIN Leasing II, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of leasing operation for a non-hazardous solid waste management company, and to engage in any other activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) Upon the occurrence of any of the events described in § 1705.43 of the Act; or
- (d) The entry of a decree of dissolution under § 1705.47 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Ohio Limited Liability Company Act, as set forth in the Ohio Revised Code, as amended, § 1705, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:00 PM 09/25/1991
912685237 - 2274651

CERTIFICATE OF INCORPORATION
OF
AWIN FINANCE COMPANY, INC.

ARTICLE I

The name of the corporation is AWIN Finance Company, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of common stock, \$.01 par value per share.

ARTICLE V

The governing board of the corporation shall be known as the board of directors, and the number of directors comprising the same shall be determined in accordance with the bylaws of the corporation. The initial board of directors shall consist of three (3) members. The name and mailing address of the members of the board of directors, who shall hold office until the first annual meeting of the stockholders, or until their successors are elected and qualify, are as follows:

Roger A. Ramsey
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Daniel J. Ivan
6575 West Loop South, Suite 250
Bellaire, Texas 77401

Richard F. Verinder
6575 West Loop South, Suite 250
Bellaire, Texas 77401

ARTICLE VI

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; ~~provided, however,~~ that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE VII

7.1 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the

corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

7.3 To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 and 7.2 of this Article, or in defense of any claim, issue or matter therein, the corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.4 Any indemnification under Sections 7.1 and 7.2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 7.1 and 7.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

7.5 Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

7.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7.7 The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

7.8 For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

7.9 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

7.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VIII

The corporation is to have perpetual existence.

ARTICLE IX

The name and address of the incorporator is Janis E. McRae, Porter & Clements, 700 Louisiana, Suite 3500, Houston, Texas 77002.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true and accordingly I have hereunto set my hand this 25th day of September, 1991.

/s/ Janis E. McRae
Janis E. McRae

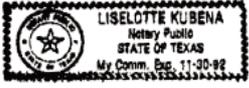


THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Before me, the undersigned authority, on this date personally appeared Janis E. McRae, known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he executed said certificate as his free act and deed and that the facts therein stated are true.

Given under my hand and seal this 25th day of September, 1991.

/s/ Liselotte Kubena
 Notary Public in and for
 The State of TEXAS



Liselotte Kubena
 Printed Name of Notary Public

My Commission Expires Nov. 30, 1992

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
AWIN FINANCE COMPANY, INC.**

AWIN Finance Company, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of AWIN Finance Company, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

“**Article I.** The name of the corporation is AWIN Management, Inc.”

SECOND: That in lieu of a meeting and vote of the stockholders, the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, AWIN Finance Company, Inc. has caused this certificate to be signed by Larry D. Henk, its Vice President, Operations, this 10th day of November, 1997.

AWIN Finance Company, Inc.,
a Delaware corporation

BY: /s/ Larry D. Henk
Larry D. Henk, Vice President, Operations

BYLAWS
OF
AWIN FINANCE COMPANY, INC.

ARTICLE I
STOCKHOLDERS

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the board of directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the board of directors, or by a committee of the board of directors which has been duly designated by the board of directors, and whose powers and authority, as expressly provided in a resolution of the board of directors, include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meeting. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than fifty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by

majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the Chairman of the Corporation, or in his absence by the President, or in his absence by a vice president, or in the absence of the foregoing persons by a chairman designated by the board of directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. All elections of directors and other questions shall, unless otherwise provided by law or by the certificate of incorporation or these bylaws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting;

provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action by Consent of Stockholders. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number. The number of directors constituting the board of directors shall be three (3).

Section 2.2. Election; Resignation; Removal; Vacancies. The board of directors shall initially consist of the persons so designated in the certificate of incorporation. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors to replace those directors whose terms then expire. Any director may resign at any time upon written notice to the Corporation. Stockholders may remove directors with or without cause. Any vacancy occurring in the board of directors for any cause may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum, and each director so elected shall hold office until the expiration of the term of the director whom he has replaced.

Section 2.3. Regular Meetings. Regular meetings of the board of directors may be held at such places within or without the State of Delaware and at such times as the board of directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the board of directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the board of directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the second day before the date of the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of such board of directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the board of directors a majority of the board of directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 2.7. Organization. Meetings of the board of directors shall be presided over by the Chairman of the Board of Directors, if any, or in his absence by the Vice Chairman of the Board of Directors, if any, or in his absence by the Chairman of the Corporation, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board of directors or committee.

ARTICLE III

COMMITTEES

Section 3.1. Committees. The board of directors may, by resolution passed by a majority of the board of directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board of directors may designate one

or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the certificate of incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 151(a) of the General Corporation Law, fix any of the preferences or rights of the shares), adopting an agreement of merger or consolidation, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these bylaws; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2. Committee Rules. Unless the board of directors otherwise provides, each committee designated by the board of directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the board of directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

OFFICERS

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The board of directors shall choose a Chairman, Chief Executive Officer, President and Secretary, and it may, if it so determines, choose a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors from among its members. The board of directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the board of directors after the annual meeting of stockholders next succeeding this election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The board of directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the board of directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the board of directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the board of directors. The board of directors may require any officer, agent or employee to give security for the faithful performance of his duties.

ARTICLE V

STOCK

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issuance.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Indemnification in Non-Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by

judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 6.2. Indemnification in Derivative Proceedings. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 6.3. Indemnification when Director, Officer or Employee Successful in Defense of Action. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 of this Article, or in defense of any claim, issue or matter therein, the Corporation shall indemnify such director, officer, employee or agent against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 6.4. Determination of Right to Indemnification. Any indemnification under Sections 6.1 and 6.2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 6.1 and 6.2 of this Article. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 6.5. Advancement of Expenses. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be

determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6.6. Rights Hereunder Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Section 6.7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the General Corporation Law of the State of Delaware or this Article.

Section 6.8. Definition of Corporation. For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 6.9. Certain Definitions. For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this section.

Section 6.10. Continuation of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has

ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Corporation shall end at the close of business on the 31st day of December in each year.

Section 7.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the board of directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee which authorizes the contract or transaction.

Section 7.5. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minutes books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the board of directors.

AWIN FINANCE COMPANY, INC.

By: /s/ R. Philip Carey

R. Philip Carey, Secretary

AWIN FINANCE COMPANY, INC.
ORGANIZATIONAL CONSENT OF DIRECTORS

September _____, 1991

Pursuant to Section 108(c) of the General Corporation Law of the State of Delaware, the undersigned, being all of the members of the Board of Directors of AWIN Finance Company, Inc., a Delaware corporation (the "Corporation"), hereby consent to the adoption of the following resolutions without the holding of a meeting:

1. **Adoption of Bylaws.**

RESOLVED, that the form of Bylaws attached hereto as Exhibit A be, and the same hereby are, approved and adopted as the Bylaws of the Corporation and the Secretary of the Corporation is directed to cause the original thereof to be placed in the minute book of the Corporation.

2. **Election of Officers.**

RESOLVED, that the following named persons be, and they hereby are, elected to the offices set forth below opposite their respective names, to serve until their successors are elected and qualified:

Daniel J. Ivan	President
Richard F. Verinder	Vice President, Controller and Assistant Secretary
R. Philip Carey	Secretary

3. **Adoption of Stock Certificates.**

RESOLVED, that the form of stock certificate attached hereto as Exhibit B be, and the same hereby is, approved and adopted as the stock certificate of the Corporation.

4. **Authority to Execute Instruments.**

RESOLVED, that the President of the Corporation be, and he hereby is, authorized and directed, on behalf of the Corporation and under its corporate seal, to make and file such certificates, reports or instruments as may be required by law, or by the purposes for

which the Corporation was incorporated, to be filed in the State of Delaware, or any other state or jurisdiction in which the Corporation is authorized to transact business.

5. **Issuance of Shares.**

RESOLVED, that the President and Secretary of the Corporation be, and hereby are, directed to prepare or cause to be prepared, and to execute, seal and issue a certificate representing 1,000 shares of the Corporation's common stock, \$.01 par value, to Allied Waste Industries, Inc., a Delaware corporation, at a purchase price of \$1.00 per share;

RESOLVED FURTHER, that the board of directors acknowledges receipt of an aggregate of \$1,000 in cash from the corporation listed above as consideration for the issuance of the Corporation's shares of common stock.

6. **Payment of Organizational Fees.**

RESOLVED, that the President is hereby authorized to cause to be paid all fees and expenses incident to and necessary for the organization of the Corporation.

7. **Banking Authority.**

RESOLVED, that the Corporation open such bank accounts as the President may deem to be necessary or appropriate and that the President and the Secretary be, and each of them hereby is, authorized and directed to execute and deliver such form resolutions as may be required to establish such accounts, whereupon such resolutions shall be deemed incorporated herein in their entirety, and the Secretary is directed to file a copy of such form of resolutions in the minute book of the Corporation with this written consent.

8. **Adoption of Corporate Seal.**

RESOLVED, that the seal, an impression of which is herein set forth, be and the same is hereby adopted as the corporate seal of the Corporation.

9. **Mutual Counterparts.**

RESOLVED, that this Consent may be executed in multiple counterparts, and will be effective when a counterpart signature page is signed by each director of the Corporation.

10. **Further Action.**

RESOLVED, that the proper officers of the Corporation are authorized and directed to take all other action as may be necessary or proper to effectuate the intent of these resolutions.

IN WITNESS WHEREOF, the undersigned directors of AWIN Finance Company, Inc., a Delaware corporation, have signed this consent as of the date first above written.

/s/ Roger A. Ramsey
Roger A. Ramsey

/s/ Daniel J. Ivan
Daniel J. Ivan

/s/ Richard F. Verinder
Richard F. Verinder

CHARTER

OF

BARKER BROTHERS WASTE, INCORPORATED

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is:

BARKER BROTHERS WASTE, INCORPORATED

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee is Box 1126, Highway 51, Union City, Tennessee 38261.

4. The corporation is for profit.

5. The principal purpose for which the corporation is organized is to engage in the disposal of solid and liquid waste products. In addition, this corporation may engage in any and all lawful businesses other than one in which the specific statutory provisions apply beyond the scope of the Tennessee Corporation Act.

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6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares, each of which shall have no par value.
 7. The corporation will not commence business until consideration of an amount not less than One Thousand Dollars (\$1,000.00) has been received for the issuance of shares.
- This 3 day of December, 1980.

/s/ William B. Acree
WILLIAM B. ACREE, JR., INCORPORATOR

**ARTICLES OF AMENDMENT TO THE CHARTER
OF**

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is _____
.
 2. The text of each amendment adopted is:
(4A) Address change: Hwy. 51 North, Troy, Tennessee 38260
 3. The corporation is a for-profit corporation.
 4. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of issued shares is as follows:
 5. The amendment was duly adopted on _____ by (the incorporators) (the board of directors without shareholder approval, as such is not required) (the shareholders).
- [NOTE: Please strike the choices which do not apply to this amendment.]**
6. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date/time it will be effective is
_____, 19 _____ (date) _____ (time).

[NOTE: The delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

3-20-89 _____
Signature Date

Barker Bros. Waste, Inc. _____
Name of Corporation

Sec. - Treas. _____
Signer's Capacity

/s/ Royce Barker _____
Signature

Royce Barker _____
Name (typed or printed)

**AMENDED AND RESTATED BYLAWS
OF
BARKER BROTHERS WASTE INCORPORATED
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED – FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA
DEC 15 1998
DILL JONES, SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
BAY COLLECTION SERVICES, INC.**

ARTICLE I.

The name of the corporation is BAY COLLECTION SERVICES, INC..

ARTICLE II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III.

The name and address in this state of the corporation's initial agent for service of process is:

Name
Richard E. Norris

Address
3260 Blume Drive, Suite 400
Richmond, CA 94806

ARTICLE IV.

The corporation is authorized to issue only one class of stock having a total number of 1,000,000 shares.

IN WITNESS WHEREOF, the undersigned, who is the incorporator of this corporation, has executed these Articles of Incorporation on December 14, 1998

/s/ Richard E. Norris
RICHARD E. NORRIS, Incorporator

DECLARATION OF INCORPORATOR

I declare that:

1. I am the person whose name is subscribed below.
2. I am the sole incorporator of BAY COLLECTION SERVICES, INC. and I have executed these Articles of Incorporation.
3. The foregoing Articles of Incorporation are my act and deed.

Executed on December ___, 1998 at Richmond, California

/s/ Richard E. Norris
RICHARD E. NORRIS, Incorporator



**SECOND AMENDED AND RESTATED BYLAWS
OF
BAY COLLECTION SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as maybe allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

906087

FILED
In the office of the Secretary of State
of the State of California
DEC 26 1978
MARCH FONG EU, Secretary of State

By Gloria J [ILLEGIBLE]
Deputy

ARTICLES OF INCORPORATION

OF

RSS MANAGEMENT CORPORATION

I

The name of the corporation is RSS MANAGEMENT CORPORATION.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Richard Granzella, 205-41st Street, Richmond, California 94805.

IV

This corporation is authorized to issue only one class of shares of stock. The total number of shares which this corporation is authorized to issue is ten thousand (10,000).

Dated: December 22, 1978.

/s/ Richard Granzella
RICHARD GRANZELLA

I hereby declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

/s/ Richard Granzella
RICHARD GRANZELLA

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
NOV 13 1990
MARCH FONG EU, Secretary of State

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF RSS MANAGEMENT CORPORATION**

RICHARD GRANZELLA and PINA BARBIERI certify that:

1. They are the President and Secretary, respectively, of RSS Management Corporation, a California corporation.
2. The Board of Directors of RSS Management Corporation has approved the following amendment of the Articles of Incorporation of said corporation:

Article I is amended to read as follows:

“The name of the corporation is BAY ENVIRONMENTAL MANAGEMENT, INC.”

3. The amendment has been approved by the required vote of the shareholders in accordance with Section 902 of the California Corporations Code. The corporation has only one class of shares. Each outstanding share is entitled to one vote. The corporation has 900 shares outstanding, and hence, the total number of shares entitled to vote with respect to the amended was 900. The number of shares voting in favor of the amendment exceeded the vote required, in that the affirmative vote of a majority, that is, more than 50% of the outstanding shares was required for approval of the amendment and the amendment was approved by the affirmative vote of 900 shares, or 100 percent of the outstanding voting shares.

/s/ Richard Granzella
RICHARD GRANZELLA, President

/s/ Pina Barbieri
PINA BARBIERI, Secretary

**SECOND AMENDED AND RESTATED BYLAWS
OF
BAY ENVIRONMENTAL MANAGEMENT, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED - - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA
DEC 15 1998
DILL JONES, SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
BAY LANDFILLS, INC.**

ARTICLE I.

The name of the corporation is BAY LANDFILLS, INC..

ARTICLE II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III.

The name and address in this state of the corporation's initial agent for service of process is:

Name
Richard E. Norris

Address
3260 Blume Drive, Suite 400
Richmond, CA 94806

ARTICLE IV.

The corporation is authorized to issue only one class of stock having a total number of 1,000,000 shares.

IN WITNESS WHEREOF, the undersigned, who is the incorporator of this corporation, has executed these Articles of Incorporation on December 14, 1998

/s/ Richard E. Norris
RICHARD E. NORRIS, Incorporator

DECLARATION OF INCORPORATOR

I declare that:

1. I am the person whose name is subscribed below.
2. I am the sole incorporator of BAY LANDFILLS, INC. and I have executed these Articles of Incorporation.
3. The foregoing Articles of Incorporation are my act and deed.

Executed on December _____, 1998 at Richmond, California.

/s/ Richard E. Norris
RICHARD E. NORRIS, Incorporator



**SECOND AMENDED AND RESTATED BYLAWS
OF
BAY LANDFILLS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
In the office of the Secretary of State
of the State of California
DEC 14 1989
/s/ March Fong Eu
MARCH FONG EU Secretary of State

**ARTICLES OF INCORPORATION
OF
BAY LEASING COMPANY, INC.**

I

The name of this corporation is BAY LEASING COMPANY, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: December 13, 1989

/s/ Dennis Varni
DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Dennis Varni
DENNIS VARNI

**SECOND AMENDED AND RESTATED BYLAWS
OF
BAY LEASING COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:59 PM 12/30/2004
FILED 05:05 PM 12/30/2004
SRV 040955195 — 3905375 FILE

CERTIFICATE OF INCORPORATION
OF
BBCO, INC.

FIRST: The name of the Company is BBCO, Inc..

SECOND: The address of the Company's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and the name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware as it now exists or may hereafter be amended and supplemented.

FOURTH: The total number of shares of stock which the Company shall have authority to issue is 1,000 having a par value of \$0.01 per share. All such shares are Common Stock.

FIFTH: The name and mailing address of the incorporator is:

George Lofaso
Latham & Walkins
885 Third Avenue
New York, New York 10022

SIXTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

SEVENTH: No director of this corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

EIGHTH: Election of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of December, 2004.

/s/ George Lofaso

George Lofaso
Sole Incorporator

**BYLAWS
OF
BBCO, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



State of Missouri. . . Office of Secretary of State
JAMES C. KIRKPATRICK, Secretary of State

Articles of Incorporation

(To be submitted in duplicate by an attorney)

**HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65101**

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation.

ARTICLE ONE

The name of the corporation is: MID-STATES DISPOSAL, INC.

ARTICLE TWO

The address, including street and number, if any, of the corporation's initial registered office in this state is: Suite 1110, 11 S. Meramac, Clayton, Missouri 63105 and the name of its initial agent at such address is: Bradford L. Stevens

ARTICLE THREE

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be: 1000 shares common stock without par value

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect of the shares of each class are as follows:

None

(ILLEGIBLE)
JUL 22 1977

Corporation Dept. SECRETARY OF STATE

ARTICLE FOUR

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.
Preemptive rights are denied.

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

<i>Name</i>	Barry D. Dix	<i>Street</i>	15 Windsor Dr., Belleville, Illinois 62223	<i>City</i>
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ARTICLE SIX

(Designate which and complete the applicable paragraph)

The number of directors to constitute the first board of directors is 3. Hereafter the number of directors shall be fixed by, or in the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

or

The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The persons to constitute the first board of directors may, but need not, be named).

ARTICLE SEVEN

The duration of the corporation is perpetual

STATE OF Illinois

ss.

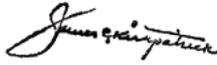
COUNTY OF St. Clair

I, Mary B. Meloan, a notary public, do hereby certify that on the 20th day of July, 1977, personally appeared before me, Barry D. Dix (and _____) who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document as incorporator(s), and that the statements therein contained are true.

/s/ Mary B. Meloan
Notary Public

My commission expires March 13, 1978.

(ILLEGIBLE)
JUL 22 1977



Corporation Dept. SECRETARY OF STATE

ARTICLE EIGHT

The corporation is formed for the following purposes:

To operate and conduct a sanitary land fill business and to do and perform all other legal acts permitted general and business corporations.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 20th day of July, 1977.

/s/ Barry D. Dix
Barry D. Dix



State of Missouri . . . Office of Secretary of State
JAMES C. KIRKPATRICK, Secretary of State

Amendment of Articles of Incorporation
(To be submitted in duplicate by an attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65101

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

(1) The name of the Corporation is MID-STATES DISPOSAL INC.

The name under which it was originally organized was MID-STATES DISPOSAL INC.

(2) An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on December 22, 1980.

(3) Article # 3 is amended to read as follows:

The aggregate number, class and par value, if any, of shares which the Corporation shall be authorized to issue shall be:

30,000 shares Common Stock without par value.

FILED AND CERTIFICATE
ISSUED
DEC 24 1980

Corporation Dept. SECRETARY OF STATE

(If more than one article is to be amended or more space is needed attach fly sheet)

(4) Of the 179 shares issued and outstanding, 179 of such shares were entitled to vote on such amendment..

The number of outstanding shares of any class **entitled to vote thereon as a class** were as follows:

Class
Common — No Par

*Number of
Outstanding Shares*
179

(5) The number of shares voted for and against the amendment was as follows:

Class
Common — No Par

No. Voted For
179

No. Voted Against

(6) If the amendment changed the number or par value of authorized shares having a par value the amount in dollars of authorized shares having a par value as changed is:

N/A

If the amendment changed the number of authorized shares without par value, the authorized number of shares without par value as changed and the consideration proposed to be received for such increased authorized shares without par value as are to be presently issued are:

Increases authorized shares from 1,000 to 30,000 and the consideration for the additional shares shall be \$500.00.

(7) If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:

N/A

IN WITNESS WHEREOF, the undersigned, B. R. Haney, President (President) has executed this instrument and its Lawrence C. Sumner Assistant Secretary has affixed its corporate seal hereto and attested said seal on the 22nd day of December, 1980.

PLACE
CORPORATE SEAL
HERE

MID-STATES DISPOSAL INC.
(Name of Corporation)

ATTEST:

/s/ Lawrence C. Sumner
Asst. Secretary
Lawrence C. Sumner

By /s/ B. R. Haney
(President)
B. R. Haney

STATE OF MISSOURI
COUNTY OF ST. LOUIS } ss.

I, Mary Jane Stauder, a notary public, do hereby certify that on this 22nd day of December, 1980, personally appeared before me B.R. Haney, who, being by me first duly sworn, declared that he is the President of MID-STATES DISPOSAL INC. that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

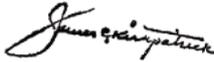
/s/ Mary Jane Stauder
Notary Public

(NOTARIAL
SEAL)

My commission expires _____.

MARY JANE STAUDER NOTARY PUBLIC
STATE OF MISSOURI ST. LOUIS COUNTY
MY COMMISSION EXPIRES AUGUST 8, 1984

FILED AND CERTIFICATE
ISSUED
DEC 24 1980



Corporation Dept. SECRETARY OF STATE



STATE OF MISSOURI

OFFICE OF SECRETARY OF STATE

AMENDMENT OF ARTICLES OF INCORPORATION

(To be submitted in duplicate by an Attorney)

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MO. 65102

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

(1) The name of the Corporation is Mid-States Disposal, Inc.

The name under which it was originally organized was Mid-States Disposal, Inc.

(2) An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on February 8, 1982.

(3) The amendment adopted is as follows:

ARTICLE ONE

The name of the Corporation is: Laidlaw Waste Systems (Belleville) Inc.

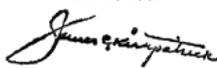
(4) Of the 1,000 shares outstanding all of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows: NONE

Class

Number of
Outstanding Shares

FILED AND CERTIFICATE
ISSUED
MAR 29 1982



Corporation Dept. SECRETARY OF STATE

(5) The number of shares voted for and against the amendment was as follows:

Class	No. Voted For	No. Voted Against
Common	1,000	-0-

(6) If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected: NONE

IN WITNESS WHEREOF, the undersigned, B. J. Kiley Vice-President (Vice President) has executed this instrument and its Harold W. Fritz Secretary has affixed its corporate seal hereto and attested said seal on the 10th day of March, 1982.

Place
Corporate Seal
Here

Mid-States Disposal, Inc.
(Name of Corporation)

ATTEST:

/s/ Harold W. Fritz
(Secretary)
Harold W. Fritz

By /s/ B. J. Kiley
Vice President
B. J. Kiley

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Faye G. Koutselas, a notary public, do hereby certify that on this 10th day of March, 1982 personally appeared before me Harold W. Fritz and B. J. Kiley, who, being by me first duly sworn, declared that they are the Secretary and Vice President of Mid-States Disposal, Inc., that They signed the foregoing document as Secretary and Vice President of the corporation, and that the statements therein contained are true.

/s/ Faye G. Koutselas
Notary Public
Faye G. Koutselas

(NOTARIAL SEAL)
My commission expires August 11, 1986.

END OF DOCUMENT



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

APPLICATION FOR RESCINDING FORFEITURE

HONORABLE JAMES C. KIRKPATRICK
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO. 65102

WHEREAS, the charter of Laidlaw Waste Systems (Belleville) Inc., a corporation organized or qualified under the laws of Missouri on the 22nd day of July, 1977, was forfeited on the 1st day of January, 1983 under the provisions of the General Business laws of Missouri, the undersigned, the last Vice President (Vice President), hereby requests that such forfeiture be rescinded and herewith submits the following affidavit, a fee of \$50.00 (\$50.00 minimum), and such reports or documentation as may be required by the office of the Secretary of State to rescind the forfeiture pursuant to Section 351.540 RSMo 1978.

AFFIDAVIT

FILED
JUL 12 1983

Corporation Dept. SECRETARY OF STATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Bernard J. Kiley, on his oath, first being duly sworn, states that he is the last Vice President of Laidlaw Waste Systems (Belleville) Inc., a Missouri corporation; that he is acting as one of and on behalf of the statutory trustees, that the trustees have caused the correction of the condition or conditions giving rise to the forfeiture; that said corporation has not evaded or attempted to evade service of process issued from any court of this State; that it has not attempted to conceal from the general public the location of its principal place of business in this State, nor the address of its President or Secretary, so that the ordinary process of law could not be served upon it; that *is has paid to the Missouri Department of Revenue all state taxes which it may owe.*

/s/ B. J. Kiley

(The last Vice President)

Subscribed and sworn to before me this 10th day of March, 1983.

My Commission expires August 11, 1986

/s/ Faye G. Koutselas

(Notary Public)



State of Missouri
Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102
Corporation Division

Amendment of Articles of Incorporation
(To be submitted in duplicate)

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is Laidlaw Waste Systems (Belleville), Inc.

The name under which it was originally organized was Mid-States Disposal, Inc.

2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on December 1, 1997.
3. Article Number One is amended to read as follows:

The name of the corporation is: Belleville Landfill, Inc.

(If more than one article is to be amended or more space is needed attach fly sheet.)

4. Of the 1,000 shares outstanding, 1,000 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class **entitled to vote thereon as a class** were as follows:

Class
Common Stock

Number of Outstanding Shares
1,000

5. The number of shares voted for and against the amendment was as follows:

Class
Common Stock

No. Voted For
1,000

No. Voted Against
-0-

6. If the amendment changed the number or par value of authorized shares having a par value, the amount in dollars of authorized shares having a par value as changed is: N/A

If the amendment changed the number of authorized shares without par value, the authorized number of shares without par value as changed and the consideration proposed to be received for such increased authorized shares without par value as are to be presently issued are: N/A

7. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected: N/A

IN WITNESS WHEREOF, the undersigned, Don Slager President or Executive Vice President has executed this instrument and its Secretary or Assistant Secretary has affixed its corporate seal hereto and attested said seal on the 2nd day of December, 1997.

Place
CORPORATE SEAL
Here
(If no seal, state "None.")

Laidlaw Waste Systems (Belleville), Inc.
Name of Corporation

ATTEST:

/s/ Kimberly R. Boll
Secretary or assistant Secretary

By /s/ Don Slager
President or Vice President

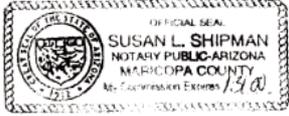
FILED AND CERTIFICATE
ISSUED
DEC 18 1997

Rebecca McDowell Cook
SECRETARY OF STATE

State of Arizona
County of Maricopa } ss.

I, Susan L. Shipman, a Notary Public, do hereby certify that on this 2nd day of December, 1997, personally appeared before me Don Slager and Kimberly R. Boll who, being by me first duly sworn, declared that he is the Executive Vice President and Assistant Secretary of Laidlaw Waste Systems (Belleville), Inc. that he signed the foregoing documents as Executive Vice President and Assistant Secretary of the corporation, and that the statements therein contained are true.

(Notarial Seal)



/s/ (ILLEGIBLE)
Notary Public

My commission expires 1.31.00

BY-LAWS
MID-STATES DISPOSAL, INC.

ARTICLE I
OFFICES

The principal office of the Corporation shall be located in Belleville, Illinois . The Corporation may also have offices and branch offices at such other places within and without the State of Missouri as the Board of Directors may from time to time designate and the business of the Corporation may require.

ARTICLE II
SHAREHOLDERS

Section 1. Place of Meeting. Any annual or special meeting of the Shareholders shall be held at such place within or without the State of Missouri as may be designated by the Board of Directors or Executive Committee or in a waiver of notice executed by all Shareholders entitled to vote at such meeting. If there is a failure to designate a place for such meetings, the same shall be held at the principal place of business of the Corporation.

Section 2. Meetings. The annual meeting of Shareholders shall be held on the first day of October of each year, at the hour of 9:00 o'clock A. M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day at the same hour. Special meetings of

the Shareholders may be called at any time by the President, a Vice-President, the Secretary or the Treasurer or by the Board of Directors or the Executive Committee. The holders of not less than 20% of all of the issued and outstanding shares entitled to vote may call a special meeting for any purpose, provided they shall make written application to the Secretary of the Corporation stating the time, place and purpose or purposes, and the Secretary shall thereupon call the meeting and issue notice as herein provided.

Section 3. Quorum. A majority of the shares of stock issued and entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Shareholders, and the act of the majority of such quorum present at such meeting shall be the act of the Corporation. If there is less than a quorum represented at such meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice, to a specified date not longer than 90 days after such adjournment. If a quorum shall be present or represented at such later meeting, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 4. Notice of Meetings. Notice of any annual or special meeting shall be written or printed, and the publication thereof, shall be given in the manner provided in the corporation laws of the State of Missouri pertaining to the objects and subject matter to be passed upon at such meetings. If the laws of Missouri contain no provisions pertaining to the objects and subject matter to be passed upon at such meeting, then written or printed notice of such meeting, stating the place, day, hour and purpose or purposes of the meeting, shall be delivered or given either personally or by

mail to each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of the meeting. If the notice is mailed, it shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Shareholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. In addition to such written or printed notice, the Corporation shall publish notice of such meeting in a daily or weekly newspaper published in the city or county where the registered office is located, the first publication to be not less than 10 days prior to the date of the meeting, and if such notice be published in a weekly newspaper, such notice shall be published at least twice, and if such notice be published in a daily newspaper, such notice shall be published at least nine times prior to the date of such meeting.

Section 5. Waiver of Notice. Any notice required by these By-Laws may be waived by the persons entitled thereto signing a waiver of notice before or after the time of such meeting and such waivers shall be deemed equivalent to the giving of said notice.

Section 6. Closing of Transfer Books or Fixing of Record Date. The Board of Directors shall have power to close the transfer books of the Corporation for a period not exceeding 50 days preceding the date of any meeting of Shareholders or the date of payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding 50 days preceding the dates of the aforementioned occurrences as a record date for the determination of the Shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment

thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case such Shareholders and only such Shareholders as shall be Shareholders of record on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after such date of closing of the transfer books or such record date fixed as aforesaid. If the Board of Directors shall not have closed the transfer books or set a record date for the determination of its Stockholders entitled to vote as herein provided, the date on which notice of the meeting is mailed or the date such dividend is declared or other right announced, as the case may be, shall be the record date for such determination of Shareholders so entitled to vote.

Section 7. List of Voters. A complete list of all Shareholders entitled to vote at any annual and special meeting shall be compiled at least 10 days before such meeting by the officer or agent having charge of the transfer books for shares of stock of the Corporation. Such list shall be compiled in alphabetical order with the address of and the number of shares held by each Shareholder, and the list shall be kept on file at the registered office of the Corporation for a period of at least 10 days prior to such meeting and shall be open to inspection by any Stockholder for such period during usual business hours. Such list shall also be present and kept open at the time and place of such meeting and shall be subject to the

inspection of any Shareholder during this meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the Shareholders entitled to examine such list or share ledger or transfer book, or to vote at any meeting of Shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 8. Proxies. A Shareholder may, at any annual or special meeting, vote either in person or by proxy executed in writing by the Shareholder or his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of execution unless otherwise provided in the proxy.

Section 9. Voting of Shares. Each outstanding share of stock having voting rights, except as provided in Section 11, shall be entitled to one vote upon each matter submitted to a vote at any meeting of the Shareholders. Only Shareholders who are entitled to vote their shares shall be entitled to notice of any meeting.

Section 10. Voting of Shares of Certain Holders. Shares of stock in the name of another corporation, foreign or domestic, may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision as the board of directors of such corporation may determine.

Shares of stock in the name of a deceased person may be voted by his executor or administrator in person or by proxy.

Shares of stock in the name of a guardian, curator or trustee may be voted by such fiduciary either in person or by proxy provided the books of the Corporation show the stock to be in the name of such fiduciary in such capacity.

Shares of stock in the name of a receiver may be voted by such receiver and shares held by or in the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

Shares of stock which have been pledged shall be voted by the pledgor until the shares of stock have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 11. Cumulative Voting. In all elections for Directors of the Corporation, each Shareholder shall have as many votes as shall equal the number of voting shares held by such Shareholder in the Corporation, multiplied by the number of Directors to be elected, and such Shareholder may cast all his votes, either in person or by proxy, for one candidate or distribute them among two or more candidates.

Section 12. Informal Action by Shareholders. Any action required by Chapter 351 RSMo. to be taken at a meeting of the shareholders of a corporation, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held, and may be stated as such in any certificate or document filed under this chapter. The secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE III
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be controlled and managed by its Board of Directors.

Section 2. Number, Duration and Vacancies. The number of Directors of the Corporation shall be designated in the Articles of Incorporation and amendments thereto. Any corporation may elect its directors for one or more years, not to exceed three years, the time of service and mode of classification to be provided for by the by-laws of the corporation; provided, however, that there shall be an annual election for such number or proportion of directors as may be found upon dividing the entire number of directors by the number of years composing a term. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders entitled to vote shall elect directors to hold office until the next succeeding annual meeting, except as herein provided. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified. In case of the death or resignation or disqualification of one or more of the directors, a majority of the survivors or remaining directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders. A director elected to fill a vacancy shall serve as such until the next annual meeting of the shareholders.

Section 3. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors, and the act of the majority of such quorum present at any such meeting shall be the act of the Board of Directors.

Section 4. Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Shareholders immediately following said meeting. In the event of adjournment of such annual meeting of the Board of Directors, because a quorum is not present or otherwise, such meeting may be held, without further notice, at any place within or without the State of Missouri, as may be designated by the Directors adjourning said meeting, provided a quorum is present, but in no event later than thirty days after the annual meeting of Shareholders. All other meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at such other place within or without the State of Missouri as may be designated by the Board of Directors, or by the Executive Committee in absence of such designation by the Board of Directors. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the President, Vice-President, or other officers of the Corporation.

Section 5. Notice. Notice of any special meeting shall be given at least five days prior thereto in writing delivered personally or mailed to each Director. Notice given by mail shall be

deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. Notice to a Director may be waived by executing a written waiver thereof or by attendance at any meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice or waiver of notice of any regular or special meeting of the Board of Directors need not state the business to be transacted nor the purpose thereof.

Section 6. Compensation. Directors, as such, shall not receive a stated salary for their services, but, by resolution of the Board of Directors, may be allowed a fixed sum and expenses of attendance, if any, for attendance at any meeting of the Board of Directors; provided that nothing contained herein shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving compensation thereof.

Section 7. Presumption of Assent. A Director of the Corporation shall be presumed to have assented to the action taken on any corporate matter at a Board of Directors meeting at which he is present, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not so dissent.

Section 8. Action by Unanimous Consent of Directors or Action by Sole Director. In accordance with §351.340 RSMo., if all the directors severally or collectively consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held, and may be stated as such in any certificate or document filed under this chapter. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Accordingly, formal meetings of the directors or the Sole Director need not be held where the action of all the directors or of the Sole Director shall be consented to in writing.

ARTICLE IV

COMMITTEES

Section 1. Executive Committee. An Executive Committee of two or more Directors may be created by a majority vote of the entire Board of Directors to serve at the pleasure of the Board, and one of such Directors may be designated to act as Chairman thereof. The Board of Directors shall fill the vacancies on the Committee. Between meetings of the Board of Directors, the Executive Committee shall possess and may exercise any and all powers of the Board of Directors in the management of the business and affairs of the Corporation, to the extent authorized by resolution adopted by a majority vote of the entire Board of Directors. The Executive Committee shall keep a complete record of its activities and regularly report them to the Board of Directors at every meeting thereof. All action taken by the Executive Committee shall be subject to revision, alteration or change by the Board of Directors, provided that rights of third persons shall not be affected thereby.

Section 2. Meetings of the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee may determine the time and place for its meetings, the notice necessary therefor and its rules of procedure.

Section 3. Other Committees. The Board of Directors, by resolution, may provide for such other committees as it deems necessary, to serve at its pleasure and to have such powers and perform such functions as may be assigned to them.

ARTICLE V

OFFICERS

Section 1. Executive Officers. Executive Officers of the Corporation shall be the President, one or more Vice-Presidents, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time elect. The President shall be selected from the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term. The President, Vice-President, a Secretary and a Treasurer shall be elected at the first meeting of the Board of Directors following the annual meeting of the Shareholders and shall hold office at the pleasure of the Board of Directors until their successors are elected and shall qualify. Additional Vice-Presidents, Assistant Secretaries and Assistant Treasurers may be elected by the Board of Directors at any meeting thereof to hold office at the pleasure of the Board of Directors. If more than one Vice-President should be elected, the Board of Directors

at the time of the election, shall determine the seniority of each of the Vice-Presidents.

Section 3. Removal. Any officer elected by the Board of Directors may be removed at any time by a vote of a majority of the entire Board of Directors but such removal shall be without prejudice to the contract rights, if any, of such officer.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired term.

Section 5. Compensation. The Board of Directors may determine the compensation to be received by officers of the Corporation and agents appointed by the Board of Directors.

Section 6. Bond. The Board of Directors, by resolution, may require the officers and agents of the Corporation, or any of them, to give bond to the Corporation, in sufficient amount and with sufficient surety, to secure the faithful performance of their duties, and to comply with such other conditions as the Board of Directors may from time to time require.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. The President. The President shall supervise and control the business, property and affairs of the Corporation, subject to the authority hereinabove given to the Board of Directors, and shall preside at all meetings of the Shareholders and of the Board of Directors. The President shall execute certificates for shares of stock of the Corporation, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except where the execution thereof shall be

expressly delegated by the Board of Directors and the By-Laws to another officer or agent of the Corporation, or shall be required by law to be otherwise executed. The President shall perform all duties incident to his office.

Section 2. Vice-Presidents. The Vice-Presidents shall perform the duties and exercise the powers delegated to them by the Board of Directors or the President of the Corporation. In the absence of the President, the Vice-Presidents in order of their seniority may perform the duties and exercise the powers of the President.

Section 3. The Secretary. The Secretary shall attend all meetings of the Shareholders, Board of Directors, and Executive Committee, and shall record votes and keep minutes of such meetings in one or more books provided for that purpose. He shall give all notices in the manner required by the By-Laws of the Corporation or by law. He shall be custodian of the corporate records and corporate seal and, when authorized by the Board of Directors, Executive Committee, President or Vice-President, shall affix the seal to any document or instrument of the Corporation, requiring the seal. He shall have general charge of the stock transfer books of the Corporation and shall keep a list of the post office addresses of such Shareholder which shall be given by each such Shareholder to the Secretary. He shall, in general, perform all duties incident to the office of Secretary and perform such other duties as may be required by the Board of Directors, Executive Committee or the President, under whose supervision he shall be. If the Secretary is absent from any meeting, the Board of Directors or Executive Committee may select any of their number, or any Assistant Secretary, to act as temporary Secretary.

Section 4. Treasurer. The Treasurer shall have control and custody of the funds and securities of the Corporation. He shall keep and maintain in books and records of the Corporation accurate accounts of receipts and disbursements, and he shall deposit all monies and valuable effects of the Corporation in the name of the Corporation in such depositories as the Board of Directors or Executive Committee may designate. He shall make disbursements of the funds and securities of the Corporation upon order of the Board of Directors or Executive Committee and obtain proper vouchers therefor. He shall report to the Board of Directors and Executive Committee, at all meetings thereof, concerning the financial condition of the Corporation and the performance of his duties as Treasurer. In general, he shall perform all duties incident to the office of Treasurer. He shall, upon request of the Board of Directors or Executive Committee, furnish a bond for the faithful performance of his duties in such amount and with such surety as either of them may require.

Section 5. Assistant Officers. Any Assistant Secretaries or Assistant Treasurers elected by the Board of Directors shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

Section 6. Subordinate Officers. The Board of Directors may elect such subordinate officers as it deems necessary to serve for such period and have such authority and perform such duties as the Board of Directors may authorize.

ARTICLE VII

CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Certificates for Shares. The Board of Directors shall prescribe the form of the certificate of stock of the Corporation. The certificate shall be signed by the President or Vice-

President and by the Secretary, Treasurer or Assistant Secretary or Treasurer, and shall be sealed with the seal of the Corporation and shall be numbered consecutively. The name of the owner of the certificates of stock, number of shares of stock represented thereby, and the date of issue shall be recorded on the books of the Corporation. Certificates of stock surrendered to the Corporation for transfer shall be cancelled and new certificates of stock representing these shares of stock shall not be issued until the former certificates are surrendered and cancelled, except that new certificates of stock may be issued to replace lost, destroyed or mutilated certificates upon such terms and with such security to the Corporation as the Board of Directors may require.

Section 2. Transfer of Shares. Shares of stock of the Corporation may be transferred on the books of the Corporation by delivery of the certificates representing such shares to the Corporation for cancellation, and with an assignment in writing on the back of the certificate executed by the person named in the certificate as the owner thereof or by a written power of attorney executed for that purpose by such person. The person registered on the books of the Corporation as the owner of shares of stock of the Corporation shall be deemed the owner thereof and entitled to all the rights of ownership with respect to such shares.

Section 3. Transfer Books. Transfer books shall be maintained under the direction of the Secretary, showing the ownership and transfer of all certificates of stock issued by the Corporation.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be for such period of twelve (12) months as the Board of Directors shall determine.

ARTICLE IX

SEAL

The seal of the Corporation shall be in the form of a circle, and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Missouri". The form of the seal of the Corporation may be changed from time to time by resolution of the Board of Directors.

ARTICLE X

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such

officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XI

WAIVER OF NOTICE

Whenever any notice is required to be given pursuant to these By-Laws, the Articles of Incorporation of the Corporation, or the corporation laws of the State of Missouri, a written waiver thereof signed by the person or persons entitled thereto, whether before or after the time stated therein, shall satisfy such requirement of notice.

ARTICLE XII

AMENDMENTS

The By-Laws of the Corporation may be amended or repealed and new By-Laws may be adopted by a vote of the majority of shares represented in person or by proxy and entitled to vote, at any annual meeting of shareholders without notice, or at any special meeting of shareholders with notice setting forth the terms of the proposed By-Laws, amendment, or repeal. The Board of Directors shall also have the power to make, alter, amend, or repeal the By-Laws of the Corporation to the extent that such power may be vested in the Board of Directors by the Articles of Incorporation.

**PARTNERSHIP AGREEMENT
OF
BENSON VALLEY LANDFILL GENERAL PARTNERSHIP**

This Partnership Agreement is entered into as of August 23, 2005, between Allied Waste North America, Inc., a Delaware corporation, and Browning-Ferris Industries of Tennessee, Inc., a Tennessee corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Benson Valley Landfill General Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Kentucky law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans (" Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's " minimum gain," as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified

in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of Sections 362.150 to 362.360 of the Kentucky Revised Statutes known as the Uniform Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

Browning-Ferris Industries of Tennessee, Inc.,
a Tennessee corporation

By: /s/ Steven M. Helm
Its: Vice President, Legal

By: /s/ Steven M. Helm
Its: Vice President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 990	99%
Browning-Ferris Industries of Tennessee, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10	1%

**PARTNERSHIP AGREEMENT
OF
BENTON COUNTY DEVELOPMENT COMPANY**

This Partnership Agreement is entered into as of October 23, 2003, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Benton County Development Company, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “ minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “ tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge,

hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally

or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Partnership Agreement, as amended from time to time. Words such as “ herein,” “ hereinafter,” “ hereof,” “ hereto” and “ hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “ Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “ Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Its: Assistant Secretary

By: /s/ Donald W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

Percentage
Interest
99%

1%

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
DEC 14 1989
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
OF
BERKELEY SANITARY SERVICE, INC.

I

The name of this corporation is BERKELEY SANITARY SERVICE, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Richard E. Norris, 3260 Blume Drive, Suite 200, Richmond, California.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: December 13, 1989

/s/ Dennis Varni

DENNIS VARNI

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Dennis Varni

DENNIS VARNI

**SECOND AMENDED AND RESTATED BYLAWS
OF
BERKELEY SANITARY SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same maybe amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same maybe amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION

OF

BFGSI, L.L.C.

This Certificate of Formation of BFGSI, L.L.C. (the "LLC"), dated June 12, 1997, is being duly executed and filed by Darice Angel, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is BFGSI, L.L.C.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Darice Angel

Name: Darice Angel

Authorized Person

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
BFGSI, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of April 30, 2003, by Allied Green Power, Inc., a Delaware corporation (the "Member"), with an office located at 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, as the sole member of the Company.

RECITALS

A. BFGSI, L.L.C., was formed as a Delaware limited liability company on or about June 12, 1997 (the "Company"), among Browning-Ferris Gas Service, Inc., a Delaware corporation ("BFGSI"), Browning-Ferris Industries of Southeastern Michigan, Inc., a Michigan Corporation, Browning-Ferris Industries of Illinois, Inc., a Delaware corporation, Pine Bend Landfill, Inc., a Minnesota corporation, and E & E Hauling, Inc., an Illinois corporation.

B. By way of merger, each of Browning-Ferris Industries of Southeastern Michigan, Inc. (9/25/97), Browning-Ferris Industries of Illinois, Inc. (2/18/99), Pine Bend Landfill, Inc. (9/25/97), and E & E Hauling, Inc. (9/26/97) were merged with and into BFI Waste Systems of North America, Inc., a Delaware corporation ("Waste Systems").

C. By way of an Assignment and Assumption Agreement dated effective as of April 26, 2000, BFGSI assigned all of its right, title and interest in and to the Company to Waste Systems, making Waste Systems the sole member of the Company.

D. By way of assignment made effective April 30, 2003, Waste Systems contributed its interest in the Company to the Member, resulting in the Member becoming the sole member of the Company.

E. The Member desires to adopt this Amended and Restated Operating Agreement is the operating agreement for the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and its Certificate of Formation filed with the State of Delaware.

1.3 **Name.** The name of the Company is BFGSI, L.L.C. The Member may change the name of the Company at any time.

1.4 Purpose. The purpose of the Company is to participate in the business of landfill gas extraction, collection, production, measurement, transmission and sale and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company commenced on the date the Certification of Formation was filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments to the Certificate of Formation by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth in the opening paragraph of this Agreement.

2.2 Contributions of Member. The Member or its predecessors previously contributed assets to the company as Capital Contributions as set forth on the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the

Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole and absolute discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor, and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Amended and Restated Operating Agreement, as amended from time to time, which replaces in its entirety any previously existing operating agreement of the Company. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED GREEN POWER, INC.,
a Delaware corporation

By: /s/ Steven M. Helm

Its: _____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 04/16/1992
722107044 — 2294826

**CERTIFICATE OF INCORPORATION
OF
BFI ARGENTINA, INC.**

1. The name of the corporation is: BFI Argentina, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of common stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors not be by written ballot.
6. The name and mailing address of the incorporator is:

Sandra B. Reece
757 N. Eldridge
Houston, Texas 77079

7. The names and mailing addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are elected and qualified are as follows:

Gerald K. Burger

757 N. Eldridge
Houston, Texas 77079

Stephen L. Thomas

757 N. Eldridge
Houston, Texas 77079

Fletcher Thorne-Thomsen, Jr.

757 N. Eldridge
Houston, Texas 77079

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 15th day of April, 1992.

/s/ Sandra B. Reece
Sandra B. Reece

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

BFI Argentina, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

First: That the Sole Director and Sole Shareholder of the Company duly adopted by written consent on September 27, 1993, resolutions declaring the following amendment to the certificate of incorporation of the Company:

RESOLVED, that Article 1 of the Company's certificate of incorporation is hereby amended to read as follows:

"The name of the corporation is BFI Atlantic, Inc."

; and

RESOLVED FURTHER, that the President or any Vice President of the Company, be, and each hereby is, authorized and directed to sign any and all documents necessary to effectuate the change in name of the Company.

Second: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Third: That the capital of the Company shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and the certificate be signed by Gerald K. Burger, its Vice President, and Eileen B. Schuler, its Assistant Secretary, the 29th day of September, 1993.

BFI ARGENTINA, INC.

(SEAL)

By: /s/ Gerald K. Burger
Gerald K. Burger
Title: Vice President

ATTEST:

By: /s/ Eileen B. Schuler
Eileen B. Schuler
Title: Assistant Secretary

**AMENDED AND RESTATED BYLAWS
OF
BFI ATLANTIC, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by

reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or

agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

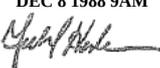
Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF ALBANY, INC.

1. The name of the corporation is: BFI ENERGY SYSTEMS OF ALBANY, INC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the incorporator is:

J. L. Austin
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 8th day of December, 1988.

/s/ J. L. Austin
J. L. Austin

RECEIVED FOR RECORD
DEC 13 1988
William M. Honey, Recorder

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF ALBANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF DELAWARE COUNTY, INC.**

1. The name of the corporation is BFI Energy Systems of Delaware County, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:
 To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollars and No Cents (\$1.00), amounting in the aggregate to One Thousand Dollars and No Cents (\$1,000.00).
5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
J.J. McBurnett	811 Dallas Avenue, Houston, TX 77002
L.L. Walker	811 Dallas Avenue, Houston, TX 77002

The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Gerald K. Burger	757 N. Eldridge, Houston, TX 77079

6. The corporation is to have perpetual existence.
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WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this Twelfth day of December, 1995.

/s/ J.J. McBurnett
J.J. McBurnett

/s/ L.L. Walker
L.L. Walker

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF DELAWARE COUNTY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
MAR 6 1984
[ILLEGIBLE]

CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF NEW JERSEY, INC.
* * * * *

To: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is

BFI ENERGY SYSTEMS OF NEW JERSEY, INC..

SECOND: The purpose or purposes for which the corporation is organized are:

To engage in any activity within the lawful business purposes for which corporations may be organized under the New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of One Dollar (\$1.00) each.

FIFTH: The number of directors constituting the initial board of directors shall be three (3); and the names and addresses of the directors are as follows:

NAMES	ADDRESSES
George R. Farris	14701 St. Mary's Houston, Texas 77079
Stephen L. Thomas	14701 St. Mary's Houston, Texas 77079
Norman A. Myers	14701 St. Mary's Houston, Texas 77079

SIXTH: The names and addresses of the incorporators are as follows:

NAMES	ADDRESSES
K. S. Hood	811 Dallas Avenue Houston, Texas 77002
E. A. Wallace	811 Dallas Avenue Houston, Texas 77002
W. T. Allen	811 Dallas Avenue Houston, Texas 77002

IN WITNESS WHEREOF, we, the incorporators of the above named corporation, have hereunto signed this Certificate of Incorporation on the 5th day of March, 1984.

/s/ K. S. Hood
K. S. Hood

/s/ E. A. Wallace
E. A. Wallace

/s/ W. T. Allen
W. T. Allen

FILED

NOV 26 1984

JANE BURGIO
Secretary of State

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
BFI ENERGY SYSTEMS OF NEW JERSEY, INC.**

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is BFI Energy Systems of New Jersey, Inc.
2. The following amendment to the Certificate of Incorporation was approved by the directors and the sole shareholder of the corporation on the 13th day of November, 1984:
RESOLVED, that Article I of the Certificate of Incorporation be amended to read as follows:
The name of the corporation is BFI Energy Systems of Essex County, Inc.
3. The number of shares entitled to vote upon the amendment was 1,000 common shares at \$1.00 par value, all such shares are issued to BFI Energy Systems, Inc., a Delaware corporation.
4. That in lieu of a meeting and vote of the sole shareholder and in accordance with the provisions of Section 14A:5-6, the amendment was adopted by the sole shareholder without a meeting pursuant to the unanimous written consent of the sole shareholder and the number of shares represented by such consent is 1,000 common shares.

Dated this 16th day of November, 1984.

**BFI ENERGY SYSTEMS OF
NEW JERSEY, INC.**

By: /s/ Stephen L. Thomas
Stephen L. Thomas, Vice President

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF ESSEX COUNTY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED

AUG 14 1985 10 AM



SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF HEMPSTEAD, INC.

[ILLEGIBLE]

1. The name of the corporation is: BFI Energy Systems of Hempstead, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares shall be One Dollar (\$1.00) amounting in the aggregate to One Thousand and No/100 Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the incorporator is:

Eileen B. Basinger
14701 St. Mary's
Houston, Texas 77079

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 1st day of August, 1985.

/s/ Eileen B. Basinger

Eileen B. Basinger

RECEIVED FOR RECORD

AUG 14 1985

LEO J. DUGAN, Jr., Recorder

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF HEMPSTEAD, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION

OF

BFI Energy Systems of Niagara II, Inc.

1. The name of the corporation is BFI Energy Systems of Niagara II, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

4. The total number of shares of stock which the corporation shall have authority to issue is: One Thousand (1,000) and the par value of each of such shares is One Dollars and Zero Cents (\$1) amounting in the aggregate to One Thousand Dollars and Zero Cents (\$1,000).

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
J. McBurnett	811 Dallas Ave., Houston, Texas 77002
P. Voss	811 Dallas Ave., Houston, Texas 77002
J. Sinski	811 Dallas Ave., Houston, Texas 77002

(DEL. — 42-9/25/96)

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Eileen B. Schuler	757 N. Eldridge, Houston, Texas 77079

6. The corporation is to have perpetual existence.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this Twenty-Third day of February, 1999.

/s/ J. McBurnett
J. McBurnett

/s/ P. Voss
P. Voss

/s/ J. Sinski
J. Sinski

(DEL. — 42-9/25/96)

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF NIAGARA II, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 01/24/1991
731024028 — 2253031

CERTIFICATE OF INCORPORATION
OF
BFI Energy Systems of Northwestern Connecticut, Inc.

1. The name of the corporation is:

BFI Energy Systems of Northwestern Connecticut, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful, act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of common stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

M. C. Kinnamon
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 24th day of January, 1991.

/s/ M. C. Kinnamon
M. C. Kinnamon

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

BFI Energy Systems of Northwestern Connecticut, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

First: That the Sole Director and Sole Shareholder of the Company duly adopted by written consent on January 13, 1993, resolutions declaring the following amendment to the certificate of incorporation of the Company:

RESOLVED, that Article 1 of the Company's certificate of incorporation is hereby amended to read as follows:

"The name of the corporation is BFI Energy Systems of Niagara, Inc."

; and

RESOLVED FURTHER, that the President or any Vice President of the Company, be, and each hereby is, authorized and directed to sign any and all documents necessary to effectuate the change in name of the Company.

Second: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Third: That the capital of the Company shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and the certificate be signed by Gerald K. Burger, its Vice President, and Eileen B. Schuler, its Assistant Secretary, the 15th day of January, 1993.

**BFI ENERGY SYSTEMS OF
NORTHWESTERN CONNECTICUT, INC.**

(SEAL)

By: /s/ Gerald K. Burger

Gerald K. Burger

Title: Vice President

ATTEST:

By: /s/ Eileen B. Schuler

Eileen B. Schuler

Title: Assistant Secretary

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF NIAGARA, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF SEMASS, INC.

1. The name of the corporation is BFI Energy Systems of SEMASS, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:
 To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollars and No Cents (\$1.00), amounting in the aggregate to One Thousand Dollars and No Cents (\$1,000.00).
5. The name and mailing address of each incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
J.J. McBurnett	811 Dallas Avenue, Houston, TX 77002
L.L. Walker	811 Dallas Avenue, Houston, TX 77002

The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Gerald K. Burger	757 N. Eldridge, Houston, TX 77079

6. The corporation is to have perpetual existence.
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WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this Twelfth day of December, 1995.

/s/ J.J. McBurnett
J.J. McBurnett

/s/ L.L. Walker
L.L. Walker

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF SEMASS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

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SECRETARY OF STATE

BOOK C307 PAGE 410
CERTIFICATE OF INCORPORATION
OF

BFI Energy Systems of Southeastern Connecticut, Inc.

1. The name of the corporation is:

BFI Energy Systems of Southeastern Connecticut, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 26th day of November, 1985.

RECEIVED FOR RECORD
NOV 26 1985
LEO J. DUGAN, Jr., Recorder

/s/ L. M. Custis
L. M. Custis

**AMENDED AND RESTATED BYLAWS
OF
BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

APR. 20, 2001 9:37 AM
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 11/22/1991
[ILLEGIBLE] 265166 - 2279840

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI ENERGY SYSTEMS OF SOUTHEASTERN
CONNECTICUT, LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is BFI Energy Systems of Southeastern Connecticut, Limited Partnership.
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of the general partner is as follows:

NAME	MAILING ADDRESS
BFI Energy Systems of Southeastern Connecticut, Inc.	P.O. Box 3151 Houston, Texas 77253

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership, as of November 21, 1991.

BFI ENERGY SYSTEMS OF
SOUTHEASTERN CONNECTICUT, INC.

By: /s/ Gerald K. Burger
Gerald K. Burger
Vice President

SBR\lo\clp

[ILLEGIBLE]
AND RECEIPT OF FEES
01-304 [ILLEGIBLE]

Office Of The Secretary Of The State
30 TRINITY STREET, HARTFORD, CONNECTICUT 0[ILLEGIBLE]10[ILLEGIBLE]

[ILLEGIBLE]
BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT, INC.

DOCUMENT FILED	FILING DATE	TOTAL FEES PAID
CERTIFICATE OF AUTHORITY	14/DEC/1987	\$350.00

The information shown above pertains 10 documents filed in this office on account of the corporation indicated. The filing date is the date endorsed on the document pursuant to Section 33-285 or 33-422 of the Connecticut General Statutes. Any questions regarding this filing should be addressed to:

Corporations Division, Secretary Of The State's Office, 30 Trinity Street, Hartford, Connecticut 06106

C[ILLEGIBLE]T CORPORATION SYSTEM
CRISSEY [ILLEGIBLE]
ONE COMMERCIAL [ILLEGIBLE]
HARTFORD [ILLEGIBLE]

[ILLEGIBLE] OF AUTHORITY
[ILLEGIBLE]

STATE OF CONNECTICUT
SECRETARY OF THE STATE



Name of Corporation

DATE

BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT, INC.
[ILLEGIBLE] ITS AFFAIRS IN THIS STATE UNDER THE NAME [ILLEGIBLE] Name of Corporation above)

14/DEC/1987

[ILLEGIBLE] signed, as secretary of the State of Connecticut, hereby certifies that an Application of the above named corporation [ILLEGIBLE] of Authority [ILLEGIBLE] business or conduct [ILLEGIBLE] in this State, duly signed and verified pursuant to the [ILLEGIBLE] of the Connecticut [ILLEGIBLE] Statutes together with

[ILLEGIBLE] an appointment of an attorney upon whom process may be served, and

[ILLEGIBLE] an authenticated certificate of the corporation's good standing in the state of its incorporation

[ILLEGIBLE] received in this office and are found to conform to [ILLEGIBLE]

[ILLEGIBLE] the undersigned, as such Secretary of the State, and by virtue of the authority vested in her by law, hereby this Certificate of Authority to the above named corporation to transact business or conduct affairs in this State.

[ILLEGIBLE]

SIGNED (Secretary of the State)
/s/ Julia H. Tashjian

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Energy Systems of Southeastern Connecticut, Limited Partnership.

SECOND: **Article III of the Certificate of Limited Partnership shall be amended as follows:**

The name and mailing address of the general partner(s) is as follows:

Name
BFI Energy Systems of Southeastern Connecticut, Inc.

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

THIRD: **Article IV of the Certificate of Partnership shall be added as follows:**

The name and mailing address of the Limited Partnership is as follows:

Name
BFI Energy Systems of Southeastern Connecticut, Limited Partnership

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: BFI Energy Systems of Southeastern Connecticut, Inc., its General Partner

AGREEMENT OF LIMITED PARTNERSHIP
OF
BFI ENERGY SYSTEMS OF SOUTHEASTERN CONNECTICUT,
LIMITED PARTNERSHIP

BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation (the "Initial General Partner") and Browning-Ferris Industries, Inc. (Massachusetts), a Massachusetts corporation (the "Initial Limited Partner") are entering into this Agreement of Limited Partnership ("Agreement") as of the 22nd day of November, 1991, for the purpose of forming a limited partnership (the "Partnership") pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §§ 17-101, et seq. (the "Delaware Act"), and do hereby certify and agree as follows:

1. **Name.** The name of the Partnership shall be BFI Energy Systems of Southeastern Connecticut, Limited Partnership, or such other name as the General Partners may from time to time hereafter designate.
2. **Definitions.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Event of withdrawal of a General Partner" means an event that causes a person or entity to cease to be a General Partner as provided in Section 17-402 of the Delaware Act.

"General Partners" means the Initial General Partner and any or all other persons or entities admitted as General Partners pursuant to the provisions of this Agreement, so long as it or they remain General Partners. Reference to a "General Partner" means any one of the General Partners.

"Initial General Partner" means BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation.

"Initial Limited Partner" means Browning-Ferris Industries, Inc. (Massachusetts), a Massachusetts corporation.

"Interest" means a partnership interest in the Partnership, either as a General Partner or as a Limited Partner.

“Limited Partners” means the Initial Limited Partner and all other persons or entities admitted as additional or substituted Limited Partners pursuant to this Agreement, so long as they remain Limited Partners. Reference to a “Limited Partner” means any one of the Limited Partners.

“Managing General Partner” means BFI Energy Systems of Southeastern Connecticut, Inc., a Delaware corporation.

“Partners” means those persons or entities who from time to time are the General Partners and the Limited Partners. Reference to a “Partner” means any one of the Partners.

3. Purpose. The Partnership is formed for the purpose of (i) being a general partner in American Ref-Fuel Company of Southeastern Connecticut, a Connecticut general partnership, and (ii) performing any other acts incidental thereto as may be from time to time agreed to by the General Partners.

4. Offices.

(a) The principal office of the Partnership, and such additional offices as the General Partners may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the General Partners may designate from time to time.

(b) The registered office of the Partnership in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Partnership for service of process at such address is The Corporation Trust Company.

5. Partners. The name and business or residence address of each Partner of the Partnership, the General Partners and the Limited Partners being separately designated, are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. Term. The term of the Partnership shall commence on the date hereof, the date of filing of the Certificate of Limited Partnership of the Partnership in the Office of the Secretary of the State of Delaware and shall continue until termination of the Partnership in accordance with Section 13 of this Agreement.

7. Management of the Partnership.

- (a) The Managing General Partner shall have the exclusive right to manage the business of the Partnership, and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Partnership and, in general, all powers permitted to be exercised by a general partner under the Delaware Act. The Managing General Partner may appoint, employ, or otherwise contract with any persons or entities for the transaction of the business of the Partnership or the performance of services for or on behalf of the Partnership, and the Managing General Partner may delegate to any such person or entity such authority to act on behalf of the Partnership as the Managing General Partner may from time to time deem appropriate.
- (b) Except as provided elsewhere in this Agreement, the management and control of the business of the Partnership and the right to act for or bind the Partnership or otherwise to transact any business on behalf of the Partnership shall be by the Managing General Partner.
- (c) No Limited Partner, in his status as such, shall have the right to take part in the management or control of the business of the Partnership or to act for or bind the Partnership or otherwise to transact any business on behalf of the Partnership.

8. Capital Contributions.

- (a) Initial Contributions. The names, addresses, initial capital contributions, and Percentage Interests are set forth on Schedule I hereto. The initial capital contributions shall be made in cash (or property as approved by the Managing General Partner) concurrently with the execution of this Agreement.
- (b) Deferred Contribution. After November 22, 1992, but on or before January 1, 1992, the Initial General Partner may but is not obligated to contribute to the capital of the Partnership either (i) cash in the amount of \$17,150, (ii) a 24.5 percent partnership interest in American Ref-Fuel Company of Southeastern Connecticut, a Delaware general partnership or (iii) other property with a fair market value of \$17,150.
- (c) Additional Contributions. Additional capital contributions may be called for by the Managing General Partner from time to time for any purpose deemed appropriate by the Managing General Partner in his reasonable discretion as long as such purpose is consistent with the purpose of the Partnership set forth in Section 3 of this Agreement. Such additional capital contributions shall be payable by the Partners to the Partnership in proportion to the Percentage Interests of the Partners set forth in Schedule I. Notwithstanding the foregoing provisions of this Section 8(c), the Partners shall not be required to make additional capital contributions in an aggregate amount which exceeds \$1 million.
- (d) Return of Capital. No Partner has the right to receive, and the General Partners have absolute discretion to make, any distributions to a Partner which include a return of all or any part of such Partner's capital contribution, provided that upon the dissolution of the Partnership, the assets of the Partnership shall be distributed as provided in Section 17-804 of the Delaware Act.

9. Capital Accounts, Allocations and Distributions.

- (a) Capital Accounts. The capital accounts of the Partners shall be determined and maintained in accordance with the rules of Treas. Reg. § 1.704-1(b)(2)(iv), including any amendments or successor provisions thereto.
- (b) Allocation of Profits and Losses. Except as otherwise provided in this Section, profits and losses of the Partnership, and each item thereof, for each taxable year or other period shall be allocated among the Partners in accordance with their Percentage Interests.
- (c) Liquidation Rule. Upon liquidation of the Partnership (or any partners Interest in the Partnership), liquidating distributions shall be made in all cases in accordance with the positive capital account balances of the Partners, as determined after taking into account all capital account adjustments for the Partnership taxable year during which the liquidation occurs, consistent with the rules set forth in Treas. Reg. § 1.704.1(b)(2)(ii)(b).
- (d) Qualified Income Offset. If a Partner unexpectedly receives an adjustment, allocation, or distribution described in (4), (5) or (6) of Treas. Reg. § 1.704.1(b)(2)(ii)(d), such Partner shall be allocated items of income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain of such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.
- (e) Minimum Gain Chargeback. If there is a net decrease in Partnership minimum gain for a Partnership taxable year, the Partners shall be allocated items of Partnership income and gain in accordance with Treas. Reg. § 1.704-1T(b)(4)(iv)(e).

- (f) Code and Regulatory Compliance. The provisions of this Section 8 are intended to comply with I.R.C. § 704 and the regulations promulgated thereunder, and shall be interpreted and applied in a manner consistent therewith. The Managing General Partner shall have reasonable discretion to apply the provisions of this Agreement and take such other reasonable action as may be necessary to comply with I.R.C. § 704 and the regulations thereunder.
- (g) Distributions. Distributions of cash (or property) shall be made at such times and in such amounts as the Managing General Partner may determine. Except as provided in this Agreement, distributions shall be made to the Partners in accordance with their Percentage Interests.

10. Accounting and Records.

- (a) Books and Records. The Partnership shall maintain at its principal place of business separate books of account for the Partnership which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Partnership business in accordance with generally accepted accounting principles consistently applied. The Partnership shall use the accrual method of accounting in preparation of its annual reports and for tax purposes and shall keep its book accordingly. The expenses chargeable to the Partnership shall include only those which are reasonable and necessary for the ordinary and efficient operation of the Partnership business and the performance of the obligations of the Partnership under any agreements relating to the business of the Partnership. Each Partner shall, at his sole expense, have the right, at any time without notice to any other Partner, to examine, copy, and audit the Partnership's books and records during normal business hours.

- (b) Reports. The Managing General Partner shall be responsible for the preparation of financial reports of the Partnership and the coordination of financial matters of the Partnership with the Partnership's accountants. Within 90 days after the end of each fiscal year and within 60 days of the end of any fiscal quarter, the Managing General Partner shall cause each Partner to be furnished with a copy of the balance sheet of the Partnership as of the last day of the applicable period, and a statement of income or loss for the Partnership for such period. Annual statements shall also include a statement showing any item of income, deduction, credit, or loss allocable for federal income tax purposes pursuant to the terms of this Agreement.
- (c) Tax Returns and Elections. The Managing General Partner shall prepare or cause to be prepared all income and other tax returns of the Partnership and shall cause the same to be filed in a timely manner. The Managing General Partner shall furnish to each Partner a copy of each such return, together with any schedules or other information which each Partner may require in connection with such Partner's own tax affairs. The Managing General Partner shall make all tax elections available to the Partnership.
- (d) Special Basis Adjustment. In connection with any permitted transfer of a Partnership Interest, the Managing General Partner in its sole discretion may cause the Partnership, at the written request of the transferor or the transferee, on behalf of the Partnership and at the time and in the manner provided in Regulations Section 1.754-1(b), to make an election to adjust the basis of the Partnership's property in the manner provided in Sections 734(b) and 743(b) of the Code, and such transferee shall pay all costs incurred by the Partnership in connection therewith, including, without limitation, reasonable attorneys' and accountants' fees.

- (e) Tax Matters Partner. The Managing General Partner shall be the party designated to receive all notices from the Internal Revenue Service which pertain to the tax affairs of the Partnership. The Managing General Partner shall be the "Tax Matters Partner" pursuant to the Code.
 - (f) Fiscal Year. The fiscal year of the Partnership shall end on September 30, unless otherwise approved by the Partners. As used in this Agreement, a fiscal year shall include any partial fiscal year at the beginning and end of the Partnership term.
 - (g) Bank Accounts. The Managing General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in his immediate possession or control. The funds of the Partnership shall not be commingled with the funds of any other Person and the Managing General Partner shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Partnership. The bank accounts of the Partnership shall be maintained in such banking institutions as are approved by the Managing General Partner and withdrawals shall be made only in the regular course of Partnership business and as otherwise authorized in this Agreement on such signature or signatures as the Managing General Partner may determine.
11. Assignments of Partnership Interest.
- (a) No Limited Partner shall sell, assign, pledge or otherwise transfer or encumber (collectively "transfer") all or any part of his interest in the Partnership, nor shall any Limited Partner have the power to substitute a transferee in his place as a substituted Limited Partner, without, in either event, having obtained the prior written consent of the Managing General Partner.

- (b) No General Partner may transfer all or any part of his interest in the Partnership, nor shall any General Partner have the power to substitute a transferee in his place as a substituted General Partner, without, in either event, having obtained the consent of all other General Partners or, if none, the consent of Limited Partners having a majority of Percentage Interests in the Partnership.
12. Withdrawal. No Partner shall have the right to withdraw from the Partnership except with the consent of all of the General Partners and upon such terms and conditions as may be specifically agreed upon between the General Partners and the withdrawing Partner. The provisions hereof with respect to distributions upon withdrawal are exclusive and no Partner shall be entitled to claim any further or different distribution upon withdrawal under Section 17- 604 of the Delaware Act or otherwise.
13. Dissolution. Subject to the provisions of Section 15 of this Agreement, the Partnership shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:
- (a) December 31, 2041;
 - (b) The determination of all of the General Partners to dissolve the Partnership; or
 - (c) The occurrence of an event of withdrawal of a General Partner or any other event causing a dissolution of the Partnership under Section 17- 801 of the Delaware Act.
14. Continuation of the Partnership. Notwithstanding the provisions of Section 14(c) hereof, the occurrence of an event of withdrawal of a General Partner shall not dissolve the Partnership if at such time there are one or more remaining General Partners and any one or more of such remaining General Partners continue the business of the Partnership (any and all such remaining General Partners being hereby authorized to continue the business of the Partnership without dissolution). If upon the occurrence of an event of withdrawal of a General Partner there shall be no remaining General

Partner (or if no remaining General Partner elects to continue the business of the Partnership as provided in the preceding sentence), the Partnership nonetheless shall not be dissolved and shall not be required to be wound up if, within ninety (90) days after the occurrence of such event of withdrawal, all remaining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of withdrawal, of one or more additional or successor General Partners.

15. Amendments. This Agreement may be amended only upon the written consent of all Partners.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

**BFI ENERGY SYSTEMS OF
SOUTHEASTERN CONNECTICUT, INC.**
(General Partner)

By: /s/ Bruce I. Hendrickson
Name: Bruce I. Hendrickson
Title: President

BROWNING-FERRIS INDUSTRIES, INC.
(MASSACHUSETTS)
(Limited Partner)

By: /s/ Gerald K. Burger
Name: Gerald K. Burger
Title: Vice President

SCHEDULE I

<u>Name & Address</u>	<u>Initial Capital Contributions</u>	<u>Deferred Capital Contributions</u>	<u>Percentage Interest</u>
A. <u>General Partners</u>			
BFI Energy Systems of Southeastern Connecticut, Inc. c/o Browning-Ferries Industries, Inc. 757 N. Eldridge Houston, Texas 77079	\$350 Cash 24.5% partnership interest in American Ref-Fuel Company of Southeastern Connecticut, a Delaware general partnership	In accordance with Section 8(b) of the Agreement, either (i) cash in the amount of \$17,150, (ii) a 24.5% partnership interest in American Ref-Fuel Company of Southeastern Connecticut, a Delaware general partnership, or (iii) other property with a fair market value of \$17,150.	1%
B. <u>Limited Partners</u>	\$350 Cash	None	99%
Browning-Ferris, Industries, Inc. (Massachusetts) 100 Hallet Street Boston, MA 02124			

FILED 4 PM

JUL 14 1982

Alan C. Keenan
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

BROWNING-FERRIS OVERSEAS, INC.

1. The name of the corporation is:

BROWNING-FERRIS OVERSEAS, INC.

2. The address of its registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
100 West Tenth Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 14th day of July, 1982.

/s/ L. M. Custis

L. M. Custis

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Browning-Ferris Overseas, Inc., a corporation organized and existing under and by virtue of the General corporation Law of the State of Delaware (the "Company"), does hereby certify:

First: That the Board of Directors and Sole Shareholder of the Company duly adopted by joint unanimous written consent on June 20, 1991, resolutions declaring the following amendment to the certificate of incorporation of the Company:

RESOLVED, the Article 1 of the Company's certificate of incorporation is hereby amended to read as follows:

"The name of the corporation is BFI International, Inc."

; and

RESOLVED FURTHER, that the President or any Vice President of the Company, be, and each hereby is, authorized and directed to sign any and all documents necessary to effectuate the change in name of the Company.

Second: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Third: That the capital of the Company shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and the certificate be signed by Gerald K. Burger, its Vice President, and Eileen B. Schuler, its Assistant Secretary, this 24th day of June, 1991.

BROWNING-FERRIS OVERSEAS, INC.

(SEAL)

By: /s/ Gerald K. Burger
Gerald K. Burger
Title: Vice President

ATTEST:

By: /s/ Eileen B. Schuler
Eileen B. Schuler
Title: Assistant Secretary

**AMENDED AND RESTATED BYLAWS
OF
BFI INTERNATIONAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED

JUL 5 1988 11:30 AM



SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

BFI Ref-Fuel, Inc.

1. The name of the corporation is:

BFI Ref-Fuel, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

M. C. Kinnamon
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 5th day of July, 1988.

M. C. Kinnamon
M. C. Kinnamon

RECEIVED FOR RECORD

JUL 08 1988

William M. Honey, Recorder

**AMENDED AND RESTATED BYLAWS
OF
BFI REF-FUEL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

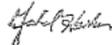
Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED

JUN 12 1990


SECRETARY OF STATE
10 AM

**CERTIFICATE OF INCORPORATION
OF
BFI ENERGY SYSTEMS OF KENT/SUSSEX, INC.**

1. The name of the corporation is:
BFI Energy Systems of Kent/Sussex, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares shall be One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the incorporator is:

Eileen B. Schuler
757 N. Eldridge
Houston, Texas 77079

I, THE UNDERSIGNED, being the incorporator hereinbefore name, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 11th day of June, 1990.

/s/ Eileen B. Schuler
Eileen B. Schuler

CERTIFICATE OF AMENDMENT
(Pursuant to Section 242)

The undersigned, as a representative of BFI Energy Systems of Kent/Sussex, Inc., a corporation organized and existing under and by virtue of the General Corporation Laws of the State of Delaware (the "Corporation"), does hereby certify the following:

FIRST, that the sole Director of the Corporation adopted a resolution by written consent on September 5, 1995, proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation:

RESOLVED, that the Certificate of Incorporation of BFI Energy Systems of Kent/Sussex, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"1. The name of the corporation is:
BFI Trans River (GP), Inc."

SECOND, that in lieu of a meeting and vote of stockholders, the sole Stockholder has given its written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD, that this Certificate of Amendment of the Certificate of Incorporation shall be effective on Tuesday, September 5, 1995.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by Gerald K. Burger, a Vice President of the Corporation on this 5th day of September, 1995.

**BFI ENERGY SYSTEMS OF
KENT/SUSSEX, INC.**

/s/ Gerald K. Burger

Gerald K. Burger
Vice President

ATTEST:

/s/ Eileen B. Schuler

Eileen B. Schuler
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 09/08/1995
950203638 — 2233009

**AMENDED AND RESTATED BYLAWS
OF
BFI TRANS RIVER (GP), INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157253 — 3375282

CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF ALABAMA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows.

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Alabama, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary/Authorized Person

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF ALABAMA, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF ALABAMA, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of Alabama, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Transfer Systems of Alabama, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

**CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF DC, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of DC, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
01015 7265 — 3375284

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF DC, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF DC, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of DC, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

**CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF GEORGIA, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Georgia, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157280 — 3375286

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF GEORGIA, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF GEORGIA, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of Georgia, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157287 — 3375289

CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF KENTUCKY, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the “Company”) formed by this instrument is “BFI Transfer Systems of Kentucky, LLC”.
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company’s registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157287 — 3375289

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION OF
BFI TRANSFER SYSTEMS OF KENTUCKY, LLC**

Pursuant to § 18-202 Delaware Code Annotated, the undersigned states as follows:

1. The name of the limited liability company is BFI Transfer Systems of Kentucky, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
"1. ~~Name~~. The name of the limited liability company is BFI Transfer Systems of Maryland, LLC"

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 3rd day of April, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 06:30 PM 04/03/2001
010163731 — 3375289

State of Delaware
Certificate of Correction
of a Limited Liability Company
to be filed pursuant to Section 18-211(a)

1. The name of the Limited Liability Company is: BFI Transfer Systems of Maryland, LLC
2. That a Certificate of Amendment was filed by the Secretary of State of Delaware on April 3, 2001, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.
3. The inaccuracy or defect of said Certificate is: (must give specific reason)

The signature block of the Certificate of Amendment reflected the sole member of the Limited Liability Company as "BFI Waste Systems of North America, Inc." in error. The correct sole member of the Limited Liability Company was "Allied Waste North America, Inc.", and "Allied Waste North America, Inc." should have been reflected in the signature block as the sole member.

4. The Certificate is hereby corrected to read as follows:

Allied Waste North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Authorized Person

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of December, A.D. 2008.

By: /s/ Jo Lynn White
Authorized Person

Name: Jo Lynn White
Print or Type

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Transfer Systems of Maryland, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: Vice President, Operations

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF KENTUCKY, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF KENTUCKY, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of Kentucky, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

FILED

MAR 16 2001

**DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF ORGANIZATION
BFI TRANSFER SYSTEMS OF MASSACHUSETTS, LLC**

Pursuant to Chapter 156C (the "Act"), Section 12 of the General Laws of the Commonwealth of Massachusetts, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Massachusetts, LLC".
2. Address. The address of the office in Massachusetts at which the Company's records will be maintained pursuant to Section 5 of the Act is 150 Cordaville Road, Southborough, Massachusetts 01772.
3. Registered Agent. The name and address of the Company's resident agent for service of process in Massachusetts is CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110.
4. Date of Dissolution. The Company does not have a specific date of dissolution.
5. Managers. The Company does not have any managers at the time of its formation.
6. Persons Authorized to Execute Documents. The names of the persons who are authorized to execute documents, on behalf of the Company, to be filed with the Office of the Secretary of State of the Commonwealth of Massachusetts are Donald W. Slager and Jo Lynn White.
7. General Character of Business. The general character of the Company's business is to own and/or operate a transfer station(s).
8. Persons Authorized to Execute Recordable Documents. The names of the persons authorized to execute, acknowledge, deliver and record, on behalf of the Company, any recordable instrument purporting to affect an interest in real property are Donald W. Slager and Jo Lynn White.

Dated: March 15, 2001

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

**OPERATING AGREEMENT
OF
BFI TRANSFER SYSTEMS OF MASSACHUSETTS, LLC**

This Operating Agreement (the "Agreement") of BFI Transfer Systems of Massachusetts, LLC (the "Company") is executed as of March 16, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Transfer Systems of Massachusetts, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a transfer station(s), and to engage in any other activity permitted under Massachusetts law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the Commonwealth of Massachusetts shall be 150 Cordaville Road, Southborough, Massachusetts 01772. The registered office may be changed to any other place within the Commonwealth of Massachusetts upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Massachusetts are CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President

shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Chapter 156C, Section 43(4) of the Act.

(d) The entry of an order of judicial dissolution under Chapter 156C, Section 44 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of cancellation with the Office of the Secretary of the State of the Commonwealth of Massachusetts.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Massachusetts Limited Liability Company Act, as set forth in Chapter 156C, Sections 1 et. seq. of the General Laws of the Commonwealth of Massachusetts, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/29/2001
010156306 — 3375012

CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF TENNESSEE, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Tennessee, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION OF
BFI TRANSFER SYSTEMS OF TENNESSEE, LLC**

Pursuant to § 18-202 Delaware Code Annotated, the undersigned states as follows:

1. The name of the limited liability company is BFI Transfer Systems of Tennessee, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:
"1. Name. The name of the limited liability company is BFI Transfer Systems of Mississippi, LLC"

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 3rd day of April, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Authorized Person

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 06:30 PM 04/03/2001
010163730 — 3375012*

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF TENNESSEE, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF TENNESSEE, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of Tennessee, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

FILED

FEB 2 1990

JOAN HABERLE
Secretary of State

Title 14A: 2-7 New Jersey Business Corporation Act

CERTIFICATE OF INCORPORATION
(For Use by Domestic Profit Corporations)

THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of the above noted Statute of the New Jersey Statutes.

1. Name of Corporation:

BFI TRANSFER SYSTEMS OF NEW JERSEY, INC.

2. Registered Agent: The Corporation Trust Company.

3. Registered Office: 28 West State Street, Trenton, New Jersey 08608.

4. The purpose for which this corporation is organized is to engage in any activity within the purposes for which corporations may be organized under N.J.S.A. 14A: 1-1 et seq.

5. The aggregate number of shares which the corporation shall have authority to issue is: one thousand (1,000).

6. If applicable, set forth the designation of each class and series of shares, the number in each and a statement of the relative rights, preferences and limitations.

1,000 common \$1.00 par value

7. The first board of directors shall consist of three (3) directors (minimum of one).

<u>Name</u>	<u>Address</u>
Gerald K. Burger	757 N. Eldridge Houston, Texas 77079
Stephen L. Thomas	757 N. Eldridge Houston, Texas 77079
Fletcher Thorne-Thompson, Jr.	757 N. Eldridge Houston, Texas 77079

8. Name and address of incorporators.

<u>Name</u>	<u>Address</u>
L. J. Bice	811 Dallas Avenue Houston, Texas 77002
V. S. Alfano	811 Dallas Avenue Houston, Texas 77002
K. S. Hood	811 Dallas Avenue Houston, Texas 77002

9. The duration of the corporation is: perpetual.

IN WITNESS WHEREOF, each individual incorporator being over eighteen years of age has signed this certificate, or if the incorporator has caused this certificate to be signed by its duly authorized officers this 1st day of February, 1990.

/s/ L. J. Bice
L. J. Bice

/s/ V.S. Alfano
V.S. Alfano

/s/ K. S. Hood
K. S. Hood

PLAN OF MERGER

- A. The name of the merged corporation is:
BFI of Southwestern N.J., Inc., a New Jersey corporation.
- B. The name of the surviving corporation is:
BFI Transfer Systems of New Jersey, Inc., a New Jersey corporation.
- C. BFI Transfer Systems of New Jersey, Inc. shall be the surviving corporation and does hereby merge with and into itself, BFI of Southwestern N.J., Inc. (hereinafter referred to as the "Merged Corporation"). The Articles of Incorporation and By-Laws of BFI Transfer Systems of New Jersey, Inc. shall be the Articles of Incorporation and By-Laws of the Surviving Corporation.
- D. On the effective date of the merger, each share of the issued and outstanding stock of the Merged Corporation shall forthwith be canceled and no shares of the Surviving Corporation will be issued in exchange therefor. All of the property, rights, privileges, leases and patents of the Merged Corporation are to be transferred to and become the property of the Surviving Corporation. The officers and sole director of each of the Merged and Surviving Corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.
- E. The effective date of the merger for tax and accounting purposes shall be September 30, 1997.

**AMENDED AND RESTATED BYLAWS
OF
BFI TRANSFER SYSTEMS OF NEW JERSEY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Filed in the Department of State
on MAR 30 2001
/s/ Kim Pizzigrilli

Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION
BFI TRANSFER SYSTEMS OF PENNSYLVANIA, LLC

Pursuant to 15 Pa.C.S. § 8913, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Pennsylvania, LLC".
2. **Registered Office.** The name and address of the Company's commercial registered office provider and the county of venue in this Commonwealth is c/o CT Corporation System, County of Philadelphia. The county of the registered office shall be deemed the county in which the Company is located for venue and official publication purposes.
3. **Name of Organizers.** The following is the name and address of the Company's organizer; BFI Waste Systems of North American, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.
4. **Effective Date.** The effective date is the date that the Department of State accepts this Certificate for filing in the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Organization to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White _____

Name: Jo Lynn White

Title: Secretary

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Transfer Systems of Pennsylvania, LLC, a Pennsylvania limited liability company (the "**Company**"), dated as of March 30, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, LLC, a Delaware limited liability company (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: October 17, 2005.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

BROWNING-FERRIS INDUSTRIES, LLC

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

**OPERATING AGREEMENT
OF
BFI TRANSFER SYSTEMS OF PENNSYLVANIA, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF PENNSYLVANIA, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Transfer Systems of Pennsylvania, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Pennsylvania law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Pennsylvania shall be 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The registered office may be changed to any other place within the State of Pennsylvania upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Pennsylvania are CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the

Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Section 8971(a)(4) of the Act.
- (d) The entry of an order of judicial dissolution under Section 8972 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of dissolution with the Pennsylvania Department of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Pennsylvania Limited Liability Company Act, as set forth in § 8901 et. seq. of the Pennsylvania Consolidated Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

EXHIBIT A

Name and Address of Member

BFI Waste Systems of North America, Inc.
15880 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00

Percentage
Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010156307 — 3375011

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI TRANSFER SYSTEMS OF TEXAS, LP**

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "BFI Transfer Systems of Texas, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Transfer Systems of Texas, LP as of March 28th, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI TRANSFER SYSTEMS OF TEXAS, LP**

This Agreement of Limited Partnership is entered into as of March 29, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is BFI Transfer Systems of Texas, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

BFI TRANSFER SYSTEMS OF TEXAS, LP

This First Amendment to Limited Partnership Agreement of BFI Transfer Systems of Texas, LP (the "First Amendment") is entered into effective as of April 1, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. BFI Transfer Systems of Texas, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of BFI Transfer Systems of Texas, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
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4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010156305 — 3375013

CERTIFICATE OF FORMATION
BFI TRANSFER SYSTEMS OF VIRGINIA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Transfer Systems of Virginia, LLC".
2. Registered Office: Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

**OPERATING AGREEMENT
OF BFI TRANSFER SYSTEMS OF VIRGINIA, LLC**

This Operating Agreement (the "Agreement") of BFI TRANSFER SYSTEMS OF VIRGINIA, LLC (the "Company") is executed as of March 29, 2001, by BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Transfer Systems of Virginia, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Transfer Systems of Virginia, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI WASTE SERVICES OF INDIANA, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "BFI Waste Services of Indiana, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Waste Services of Indiana, LP as of March 28, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Waste Services of Indiana, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

<u>Name</u>	<u>Mailing Address</u>
Allied Waste Landfill Holdings, Inc.	18500 North Allied Way Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

<u>Name</u>	<u>Mailing Address</u>
BFI Waste Services of Indiana, LP	18500 North Allied Way Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:58 AM 11/22/2006
FILED 10:08 AM 11/22/2006
SRV 061072862 — 3375014 FILE

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI WASTE SERVICES OF INDIANA, LP**

This Agreement of Limited Partnership is entered into as of March 29, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is BFI Waste Services of Indiana, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

BFI WASTE SERVICES OF INDIANA, LP

This First Amendment to Limited Partnership Agreement of BFI Waste Services of Indiana, LP (the "First Amendment") is entered into effective as of March 30, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste North America, Inc., a Delaware corporation, as the Limited Partner ("AWNA") (collectively, the "Partners").

RECITALS

A. BFI Waste Services of Indiana, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on March 29, 2001, and the related Agreement of Limited Partnership of BFI Waste Services of Indiana, LP, dated as of March 29, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWNA.

C. The Partners desire to acknowledge the admission of AWNA as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWNA and (b) the admission of AWNA as a substituted limited partner.
 2. Acceptance. AWNA hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste North America, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Assistant Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

Microfilm Number _____

Filed with the Department of State on JAN 26 2001

Entity Number 2985268

/s/ Kim Pizzigrilli
Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY
DSCB:15-8913 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that

- 1. The name of the limited liability company is: BFI Waste Services of Pennsylvania, LLC
- 2. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____

Number and Street	City	State	Zip	County
_____				Allegheny

(b) c/o: C T Corporation System
Name of Commercial Registered Office Provider _____ County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

- 3. The name and address, including street and number, if any, of each organizer are:

NAME	ADDRESS
Susan M. Wissink	3003 N. Central Avenue, Suite 2600, Phoenix, Arizona 85012

- 4.
- 5.
- 6. The specified effective date, if any is: _____ month _____ day _____ year _____ hour, if any

7. _____

- 8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

[ILLEGIBLE]

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 25th day of January, 2001.

/s/ Susan M. Wissink

(Signature)

(Signature)

(Signature)

**OPERATING AGREEMENT
OF
BFI WASTE SERVICES OF PENNSYLVANIA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Services of Pennsylvania, LLC (the "Company") is executed as of January 26, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Waste Services of Pennsylvania, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of waste hauling, and to engage in any other activity permitted under Pennsylvania law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Pennsylvania shall be 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The registered office may be changed to any other place within the State of Pennsylvania upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Pennsylvania are CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President

shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Section 8971(a)(4) of the Act.
- (d) The entry of an order of judicial dissolution under Section 8972 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of dissolution with the Pennsylvania Department of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Pennsylvania Limited Liability Company Act, as set forth in § 8901 et. seq. of the Pennsylvania Code, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Services of Pennsylvania, LLC

By: /s/ Jo Lynn White

Name: Jo Lynn White

its: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 N. Greenway-Hayden Loop, Ste. 100 Scottsdale, Arizona 85260	\$100.00	100%

**CERTIFICATE OF FORMATION
BFI WASTE SERVICES OF TENNESSEE, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Services of Tennessee, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

Browning-Ferris Industries of Tennessee, Inc.,
a Tennessee corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157233 — 3375276

**OPERATING AGREEMENT
OF BFI WASTE SERVICES OF TENNESSEE, LLC**

This Operating Agreement (the "Agreement") of BFI WASTE SERVICES OF TENNESSEE, LLC (the "Company") is executed as of March 29, 2001, by BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC, a Tennessee corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Services of Tennessee, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement, which is incorporated herein by this reference.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Browning-Ferris Industries of Tennessee, Inc.,
a Tennessee corporation,
its Sole Member

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Browning-Ferris Industries of Tennessee, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI WASTE SERVICES OF TEXAS, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "BFI Waste Services of Texas, LP"

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Waste Services of Texas, LP as of March 28, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary /Authorized Person

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Waste Services of Texas, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

<u>Name</u>	<u>Mailing Address</u>
Allied Waste Landfill Holdings, Inc.	18500 North Allied Way Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

<u>Name</u>	<u>Mailing Address</u>
BFI Waste Services of Texas, LP	18500 North Allied Way Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:59 AM 11/22/2006
FILED 10:10 AM 11/22/2006
SRV 061072870 — 3375017 FILE

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI WASTE SERVICES OF TEXAS, LP**

This Agreement of Limited Partnership is entered into as of March 29, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is BFI Waste Services of Texas, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

BFI WASTE SERVICES OF TEXAS, LP

This First Amendment to Agreement of Limited Partnership of BFI Waste Services of Texas, LP (the "First Amendment") is entered into effective as of April 1, 2001, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH")(collectively, the "Partners").

RECITALS

A. BFI Waste Services of Texas, LP (the "Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on March 29, 2001, and the related Agreement of Limited Partnership of BFI Waste Services of Texas, LP, dated as of March 29, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to intra-company sale, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**CERTIFICATE OF FORMATION
OF
BFI WASTE SERVICES, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. The name of the limited liability company is BFI Waste Services, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of BFI Waste Services, LLC this 6th day of October, 2000.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member

By: /s/ Donald W. Slager

Donald W. Slager
Vice President, Operations

**CERTIFICATE
OF
CORRECTION
OF THE
CERTIFICATE OF FORMATION
OF
BFI WASTE SERVICES, LLC**

Pursuant to Section 18-211(a), Delaware Code Annotated, the BFI Waste Services, LLC, a Delaware limited liability company (the "**Company**"), hereby certifies as follows:

FIRST: On October 10, 2000, the Company filed a Certificate of Formation (the "**Certificate**") with the Secretary of State.

SECOND: The Certificate as filed inaccurately listed the Sole Member of the Company as Allied Waste North America, Inc.

THIRD: The Sole Member of the Company is BFI Waste Systems of North America, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Correction of the Certificate of Formation of BFI Waste Services, LLC this 15th day of November, 2000.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, Sole
Member

By: /s/ Donald W. Slager
Donald W. Slager
President

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Services, LLC, a Delaware limited liability company (the "**Company**"), dated as of October 10, 2000 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn white

Name: Jo Lynn white

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

**OPERATING AGREEMENT OF
BFI WASTE SERVICES, LLC**

This Operating Agreement is executed as of October 10, 2000, by BFI Waste Systems of North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 **Name.** The name of the Company is BFI Waste Services, LLC. The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation

By: /s/ Jo Lynn White

Its: Secretary

EXHIBIT A

Name and Address of the Member

BFI Waste Systems of North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00

**CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF ALABAMA, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Alabama, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157412 — 3375302

**OPERATING AGREEMENT
OF
BFI WASTE SYSTEMS OF ALABAMA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Alabama, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Alabama, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Alabama, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: Vice President, Operations

**CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF ARKANSAS, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Arkansas, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157425 — 3375303

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Arkansas, LLC, a Delaware limited liability company (the “**Company**”), dated as of March 29, 2001 (the “**Agreement**”), by BFI Waste Systems of North America, Inc., a Delaware corporation (“**Original Member**”). On the date hereof, Original Member transferred 100% of its member interest in the Company to its affiliate, Allied Waste North America, Inc., a Delaware corporation (the “**Substituted Member**”), through an inter-company sale.

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: June 2, 2003.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Assistant Secretary

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF ARKANSAS, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Arkansas, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Arkansas, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157444 — 3375304

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF GEORGIA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Georgia, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White

Jo Lynn White, Secretary / Authorized Person

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF GEORGIA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Georgia, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Georgia, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Cancellation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Georgia, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010156302 — 3375015

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BFI WASTE SYSTEMS OF INDIANA, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "BFI Waste Systems of Indiana, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Waste Systems of Indiana, LP as of March 28, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI WASTE SYSTEMS OF INDIANA, LP**

This Agreement of Limited Partnership is entered into as of March 29, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is BFI Waste Systems of Indiana, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

**CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF KENTUCKY, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Kentucky, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/ Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157461 — 3375309

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF KENTUCKY, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Kentucky, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Kentucky, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF LOUISIANA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Louisiana, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157469 — 3375310

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Louisiana, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF LOUISIANA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Louisiana, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Louisiana, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Cancellation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

**DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF ORGANIZATION
BFI WASTE SYSTEMS OF MASSACHUSETTS, LLC**

Pursuant to Chapter 156C (the "Act"), Section 12 of the General Laws of the Commonwealth of Massachusetts, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Massachusetts, LLC".
2. Address. The address of the office in Massachusetts at which the Company's records will be maintained pursuant to Section 5 of the Act is 150 Cordaville Road, Southborough, Massachusetts 01772.
3. Registered Agent. The name and address of the Company's resident agent for service of process in Massachusetts is CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110.
4. Date of Dissolution. The Company does not have a specific date of dissolution.
5. Managers. The Company does not have any managers at the time of its formation.
6. Persons Authorized to Execute Documents. The names of the persons who are authorized to execute documents, on behalf of the Company, to be filed with the Office of the Secretary of State of the Commonwealth of Massachusetts are Donald W. Slager and Jo Lynn White.
7. General Character of Business. The general character of the Company's business is to own and/or operate a landfill(s).
8. Persons Authorized to Execute Recordable Documents. The names of the persons authorized to execute, acknowledge, deliver and record, on behalf of the Company, any recordable instrument purporting to affect an interest in real property are Donald W. Slager and Jo Lynn White.

Dated: March 15, 2001

BROWNING-FERRIS INDUSTRIES, INC.,
a Massachusetts corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.
15880 N. Greenway Hayden Loop, #100
Scottsdale, Arizona 85012

March 16, 2001

Secretary of the Commonwealth of Massachusetts
One Ash Burton Place, 17th Floor
Boston, Massachusetts 02108

Re: Affiliated Companies

Ladies/Gentlemen:

This letter is to advise the Secretary of the Commonwealth of Massachusetts that BFI Waste Systems of North America, Inc. and BFI Waste Systems of Massachusetts, LLC are affiliated entities in connection with the formation of BFI Waste Systems of Massachusetts, LLC, a limited liability company and the Certificate of Organization which has been submitted to you for filing.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Secretary

**OPERATING AGREEMENT
OF
BFI WASTE SYSTEMS OF MASSACHUSETTS, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Massachusetts, LLC (the "Company") is executed as of March 20, 2001, by Browning-Ferris Industries, Inc., a Massachusetts corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is BFI Waste Systems of Massachusetts, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Massachusetts law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the Commonwealth of Massachusetts shall be 150 Cordaville Road, Southborough, Massachusetts 01772. The registered office may be changed to any other place within the Commonwealth of Massachusetts upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Massachusetts are CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President

shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Chapter 156C, Section 43(4) of the Act.

(d) The entry of an order of judicial dissolution under Chapter 156C, Section 44 of the Act.

6.2 Winding Up.

(a) **General.** Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) **Liquidation and Distribution of Assets.** The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 **Certificate of Cancellation.** When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of cancellation with the Office of the Secretary of the State of the Commonwealth of Massachusetts.

SECTION 7. MISCELLANEOUS

7.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Massachusetts Limited Liability Company Act, as set forth in Chapter 156C, Sections 1 et. seq. of the General Laws of the Commonwealth of Massachusetts, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Certificate of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Browning-Ferris Industries, Inc., a Massachusetts corporation

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Browning-Ferris Industries, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF MISSISSIPPI, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Mississippi, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary / Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157491 — 3375312

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF MISSISSIPPI, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Mississippi, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Mississippi, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Cancellation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Mississippi, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

**CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF MISSOURI, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Missouri, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
0101574 73 — 3375311

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Missouri, LLC, a Delaware limited liability company (the "Company"), dated as of March 29, 2001 (the "Agreement"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("Original Member"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("Parent Company"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "Substituted Member").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: Vice President, Operations

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF MISSOURI, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Missouri, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Missouri, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Name and Address of Member	Initial Capital Contribution	Percentage Interest
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF INCORPORATION

- of -

ELIZABETH DISPOSAL, INC.

THIS IS TO CERTIFY that we, FRANK GENTEMPO, HELEN PALMIER I and JOSEPHINE RUPINSKI, do hereby associate ourselves into a corporation under and by virtue of the provisions of Title 14, Corporations General, of the Revised Statutes of 1937, and the several supplements thereto and acts amendatory thereof, and do severally agree to take the number of shares of capital stock set opposite our respective names.

1. The name of the corporation is ELIZABETH DISPOSAL, INC.
 2. The location of the principal office in this State is 857-63 Anna Street, in the City of Elizabeth and County of Union.
 3. The name of the agent therein and in charge thereof upon whom process against this corporation may be served is FRANK GENTEMPO.
 4. The objects for which this corporation is formed, and the purposes for which its business shall be conducted are:
 - (a) To carry on a general industrial and hotel scavenger business and to engage in a general carting and contracting business for the removal of waste, rubbish, refuse, stone, paper, bricks, ashes
-

and similar material from offices, buildings, hotels, tenements, commercial, industrial or residential properties, whether vacant, occupied or unoccupied, and to sell and dispose of all of the foregoing to any person, firm or corporation desiring to purchase the same; to own, lease and operate vehicles with respect to any phase of its operations; to own, operate or lease dumps and incinerators of every kind and description.

(b) To the degree that the Board of Directors may, from time to time, determine, to borrow money and to mortgage, assign, transfer and grant any of its personal or real property as security therefor, and to act as guarantor, endorser or surety with respect to the performance of any undertaking or obligation to the extent that may be permitted by law, all as may be deemed wise, appropriate or expedient by its Board of Directors. To purchase, lease, exchange, hire or otherwise acquire real property, either improved or unimproved, and any interest whatsoever therein, and to own, hold, control, maintain, manage and develop the same as principal or through agents and lessees, unlimitedly, within and without the State of New Jersey; to lease or rent as landlord any unimproved real property owned or held by the corporation, to sell, lease, sublet, exchange, assign, transfer, convey, pledge or otherwise alienate or dispose of such real estate and property or any interest therein, and to pledge or to mortgage its property either alone or jointly with the holders or owners of any interest therein.

(c) To purchase, manufacture, acquire, hold, own, mortgage, pledge, lease, sell, assign, transfer, invest in, trade in and deal in goods, wares, merchandise and property of every kind and description, and to carry on and engage in any of the above businesses or any other business related to or connected therewith, wherever the same may be permitted by the law, either manufacturing or otherwise, and to the same extent as the laws of this State will permit.

(g) To buy its own stock of any class. Shares of capital stock so purchased or acquired may be held as treasury stock and resold unless the same shall have been retired for the purpose of decreasing the company's capital stock as provided by law.

(h) To conduct its business in all its branches, and have one or more offices and unlimitedly and without restriction to hold, purchase, lease, mortgage and convey real and personal property in or out of this State, and in such place or places in the several states or territories of the United States, or in any foreign countries, as shall, from time to time, be found necessary and convenient for the purpose of the corporation's business.

(i) To do any and all acts incidental, necessary, proper or advisable, appropriate or convenient for the carrying out of *any of* the powers herein conferred upon this corporation.

5. The objects for which this corporation is formed are to do any or all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world, as principal, agent, through agencies, licenses, or otherwise, and in furtherance and not in limitation of the general powers conferred by the laws of the State of New Jersey. The foregoing clauses shall be construed both as objects and powers; and it is expressly provided hereby that subject to the laws of the State of New Jersey providing to the contrary, the foregoing enumeration of the specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

6. The total authorized capital stock of this corporation is One Hundred Twenty-five Thousand (\$125,000.00) Dollars,

divided into Twelve Thousand Five Hundred (12,500) shares of a par value of Ten (\$10.00) Dollars each.

7. The names and post office addresses of the incorporators and the number of shares of stock subscribed to by each, the aggregate of which, One Thousand (\$1,000.00) Dollars, is the amount of capital stock with which this corporation will commence business, are as follows:

Name	Post Office Address	Number of Shares - Common Capital Stock
Frank Gentempo	857-63 Anna Street Elizabeth, New Jersey	49
Helen Palmieri	857-63 Anna Street Elizabeth, New Jersey	49
Josephine Rupinski	[ILLEGIBLE] 1/2 Watchung Ave. Upper Montclair, New Jersey	2

8. The period of existence of this corporation is unlimited.

9. In the furtherance of, and not in limitation of the powers conferred by the laws of this State, the Board of Directors of this corporation is expressly authorized:

(a) To make, alter and amend the By-Laws of the corporation, subject, however, to the right of the holders of the Common Stock to repeal any By-Laws.

(b) By majority vote, to designate an executive committee of two or more Directors of the corporation, which committee, to the extent authorized, shall exercise the powers of the Board of Directors in the management of the corporation's business and affairs, and shall have the power to authorize the corporate seal to be affixed to all papers which may require the same.

(c) To establish and change, from time to time, the number of Directors and their respective terms of service.

(d) To regulate requirements as to proxies, if any, the calling of meetings of the Board of Directors, and the time and place for holding the annual or any special meeting of the stockholders.

(e) To regulate the appointment, responsibilities, compensation and removal of all agents, officers and employees of the corporation.

10. No transaction entered into by the corporation shall, in the absence of fraud, be affected by the fact that one or more of the Directors or officers of the corporation are or have been interested in such transaction, and every Director and officer of the corporation is hereby relieved from any disability that might otherwise prevent his contracting with the corporation for the benefit of himself or any firm, association, or other business entity in which or with which he may be in any way affiliated or interested.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 22 day of September 1964.

/s/ Frank Gentempo (L.S.)
Frank Gentempo

Signed, sealed and Delivered
In the Presence of: /s/ Helen Palmieri (L.S.)
Helen Palmieri

/s/ Herbert M. Gannet /s/ Josephine Rupinski (L.S.)
Herbert M. Gannet Josephine Rupinski
A MASTER OF THE
SUPERIOR COURT OF NEW JERSEY

STATE OF NEW JERSEY)
 : SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 22 day of September, Nineteen Hundred and Sixty-Four, before me, the subscriber, a A MASTER OF THE SUPERIOR COURT OF NEW JERSEY, personally appeared FRANK GENTEMPO, HELEN PALMIERI and JOSEPHINE RUPINSKI, to me known to be the incorporators mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

/s / Herbert M. Gannet
Herbert M. Gannet
A MASTER OF THE
SUPERIOR COURT OF NEW JERSEY

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION
OF
ELIZABETH DISPOSAL, INC.

TO: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A: 9-2 (4) Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificates of Amendment to its Certificate of Incorporation:

1. The name of the corporation is Elizabeth Disposal, Inc.
2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 23rd day of January, 1976:

Resolved that the name of the corporation of Elizabeth Disposal, Inc. as delineated in the Certificate of Incorporation on file with the Office of the Secretary of State is hereby amended to read Browning-Ferris Industries of Elizabeth, N.J., Inc.

3. The number of shares outstanding at the time of the adoption of the amendment was 642. The total number of shares entitled to vote thereon was 642.
 4. All of the shares outstanding and entitled to vote voted in favor of the amendment to change the name.
-

CONSENT FOR USE OF CORPORATE NAME

1. Browning-Ferris Industries of New Jersey, Inc., a corporation of the state of New Jersey owns all of the outstanding corporate stock in Elizabeth Disposal, Inc., Pinrose Co., Inc., C. D. and A.F. Marangi, Inc. and C. Seams & Sons, Inc., all corporations of the State of New Jersey.

2. Browning-Ferris Industries of New Jersey, Inc. hereby gives its consent to the above mentioned subsidiary corporations filing Certificates of Amendment changing their corporate names as follows:

- A. Elizabeth Disposal, Inc. to Browning-Ferris Industries of Elizabeth, N.J., Inc.
- B. Pinrose Co., Inc. to Browning-Ferris Industries of North Jersey, Inc.
- C. C.D. and A.F. Marangi, Inc. to Browning-Ferris Industries of Paterson, N.J., Inc.
- D. C. Seams & Sons, Inc. to Browning-Ferris Industries of South Jersey, Inc.

Dated the 6th day of February, 1976.

BROWNING-FERRIS INDUSTRIES
OF NEW JERSEY, INC.

By /s/ John A. Pinto
John A. Pinto
President

5. The effective date of this Amendment to the Certificate of Incorporation Shall be March 1, 1976.

Dated this 6th day of February, 1976.

ELIZABETH DISPOSAL, INC.

By /s/ John M. Gentempo

John M. Gentempo
President

CERTIFICATE OF MERGER
OF
BFI MEDICAL WASTE SYSTEMS OF NEW JERSEY, INC.
BFI OF MT. LAUREL, N.J., INC.
BROWNING-FERRIS INDUSTRIES OF NORTH JERSEY, INC.
BROWNING-FERRIS INDUSTRIES OF PATERSON, N.J., INC.
BROWNING-FERRIS INDUSTRIES OF SOUTH JERSEY, INC.
INTO
BROWNING-FERRIS INDUSTRIES OF ELIZABETH, N.J., INC.

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Title 14A of the Revised Statutes of New Jersey, the undersigned corporation hereby executes the following Certificate of Merger.

1. Browning-Ferris Industries of Elizabeth, N.J., Inc., a corporation organized and existing under the laws of the State of New Jersey and owning all of the outstanding shares of each class and series of BFI Medical Waste Systems of New Jersey, Inc., BFI of Mt. Laurel, N.J., Inc., Browning-Ferris Industries of North Jersey, Inc., Browning-Ferris Industries of Paterson, N.J., Inc. and Browning-Ferris Industries of South Jersey, Inc., all being organized and existing under the laws of the State of New Jersey, hereby agrees to the merger of those subsidiary corporations into Browning-Ferris Industries of Elizabeth, N.J., Inc., which is hereinafter designated as the surviving corporation.

The total authorized capital stock of the surviving corporation shall be 12,500 shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class as follows:

<u>Class</u>	<u>Series</u>	<u>Number of Shares</u>	<u>Par value per share or statement shares are without par value</u>
Common	None	12,500	\$10.00

The address of the surviving corporation's registered office is 820 Bear Tavern Road, 3rd Floor, West Trenton, NJ 88628 and the name of its registered agent at such address is The Corporation Trust Company.

2. The plan of merger, attached hereto, was approved by the sole director of the undersigned corporation.
-

3. That effective the date of merger, the surviving corporation amends Article First of the Certificate of Incorporation to read as follows:

First: The name of the corporation is:

“BFI Waste Systems of New Jersey, Inc.”

4. The effective date of this Certificate shall be September 30, 1997.

IN WITNESS WHEREOF the undersigned corporation has caused this Certificate of Merger to be executed in its name by its Vice President as of the 24th day of September, 1997.

BROWNING-FERRIS INDUSTRIES
OF ELIZABETH, N. J., INC

By: _____ /s/ Eileen B. Schuler
Eileen B. Schuler
Vice President

PLAN OF MERGER

- A. The name of the merged corporations are:
- BFI Medical Waste Systems of New Jersey, Inc., a New Jersey corporation
 - BFI of Mt. Laurel, N.J., inc., a New Jersey corporation
 - Browning-Ferris Industries of North Jersey, Inc., a New Jersey corporation
 - Browning-Ferris Industries of Paterson, N.J., Inc., a New Jersey corporation
 - Browning-Ferris Industries of South Jersey, Inc., a New Jersey corporation
- B. The name of the surviving corporation is:
- Browning-Ferris Industries of Elizabeth, N.J., Inc., a New Jersey corporation.
- C. Browning-Ferris Industries of Elizabeth, N.J., Inc. shall be the surviving corporation and does hereby merge with and into itself, BFI Medical Waste Systems of New Jersey, Inc., BFI of Mt. Laurel, N.J., Inc., Browning-Ferris Industries of North Jersey, Inc., Browning-Ferris Industries of Paterson, N.J., Inc., and Browning-Ferris Industries of South Jersey, Inc. (hereinafter collectively referred to as the "Merged Corporation"). The Articles of Incorporation and By-Laws of Browning-Ferris Industries of Elizabeth, N.J., Inc. shall be the Articles of Incorporation and By-Laws of the Surviving Corporation; however, that effective the date of merger, the surviving corporation amends Article First of the Certificate of Incorporation on to read as follows:
- First: The name of the corporation is "BFI Waste Systems of New Jersey, Inc."
- D. On the effective date of the merger, each share of the issued and outstanding stock of the Merged Corporation shall forthwith be canceled and no shares of the Surviving Corporation will be issued in exchange therefor. All of the property, rights, privileges, leases and patents of the Merged Corporation are to be transferred to and become the property of the Surviving Corporation. The officers and sole director of each of the Merged and Surviving Corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.
- E. The effective date of the merger for tax and accounting purposes shall be September 30, 1997.

**AMENDED AND RESTATED BYLAWS
OF
BFI WASTE SYSTEMS OF NEW JERSEY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 05/23/1991
721143068 — 2263847

CERTIFICATE OF INCORPORATION
OF
BFI TRANSPORTATION, INC.

1. The name of the corporation is:
BFI Transportation, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General corporation Law of Delaware.
4. The total number of shares of common stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors not be by written ballot.
6. The name and mailing address of the incorporator is:

Sandra B. Reece
757 N. Eldridge
Houston, Texas 77079

7. The names and mailing addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are elected and qualified are as follows:

Gerald K. Burger 757 N. Eldridge
Houston, Texas 77079

Stephen L. Thomas 757 N. Eldridge
Houston, Texas 77079

Fletcher Thorne-Thomsen, Jr. 757 N. Eldridge
Houston, Texas 77079

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of May, 1991.

/s/ Sandra B. Reece
Sandra B. Reece

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:01 PM 05/15/1997
971159083 — 2263847

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

BFI Transportation, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the sole Director of said corporation, by written consent, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of BFI Transportation, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

1. The name of the corporation is: BFI Waste Systems of North America, Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said BFI Transportation, Inc. has caused this certificate to be signed by Eileen B. Schuler, its Vice President, this 14th day of May, 1997.

BFI TRANSPORTATION, INC.

/s/ Eileen B. Schuler

Eileen B. Schuler, Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:19 AM 12/28/2007
FILED 08:30 AM 12/28/2007
SRV 071369181 — 2263847 FILE

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DOMESTIC CORPORATION TO A
DOMESTIC LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

1. The Corporation was first incorporated in Delaware on May 23,1991, and its jurisdiction immediately prior to the filing of this Certificate was Delaware.
2. The name of the Corporation immediately prior to the filing of this Certificate was BFI Waste Systems of North America, Inc.
3. The name of the Limited Liability Company as set forth in its Certificate of Formation is BFI Waste Systems of North America, LLC.
4. This Certificate of Conversion shall be effective on December 30, 2007.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion of BFI Waste Systems of North America, LLC this 28th day of December, 2007.

/s/ Jo Lynn White

Jo Lynn White
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:19 AM 12/28/2007
FILED 08:30 AM 12/28/2007
SRV 071369181 — 2263847 FILE

CERTIFICATE OF FORMATION
OF
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

1. The name of the limited liability company is BFI Waste Systems of North America, LLC.
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
3. This Certificate of Formation shall be effective on December 30, 2007.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of BFI Waste Systems of North America, LLC this 28th day of December, 2007.

/s/ Jo Lynn White
Jo Lynn White
Authorized Person

**OPERATING AGREEMENT OF
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

This Operating Agreement is executed effective as of December 30, 2007, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of North America, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The Company was originally formed as a Delaware corporation named BFI Transportation, Inc. on May 23, 1991 and its term commenced on that date. The Company changed its name to BFI Waste Systems of North America, Inc. on May 15, 1997. The Company was

converted to a Delaware limited liability company effective December 30, 2007. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member has caused a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Additional Capital Contributions. The Company was originally formed as a Delaware corporation named BFI Waste Systems of North America, Inc. on May 23, 1991, and certain capital has been previously contributed to the Company. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.4 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement,

"Member" shall also be deemed to refer to such Person. "Member" refers collectively to all Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries, LLC
18500 North Allied Way
Phoenix, AZ 85054

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF NORTH CAROLINA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. **Name.** The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of North Carolina, LLC".
2. **Registered Office; Registered Agent.** The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157500 — 3375317

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF NORTH CAROLINA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of North Carolina, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of North Carolina, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

FILED
MAR 30 2001
OKLAHOMA SECRETARY
OF STATE

**ARTICLES OF ORGANIZATION
BFI WASTE SYSTEMS OF OKLAHOMA, LLC**

Pursuant to Section 2004 of the Oklahoma Limited Liability Company Act (the "Act"), the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Oklahoma, LLC".
2. Term of Existence. The term of existence of the Company shall be perpetual.
3. Place of Business. The street address of the Company's principal place of business is 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.
4. Registered Office: Registered Office. The address of the registered office of the Company in Oklahoma is 735 First National Building, 120 North Robinson, Oklahoma City, Oklahoma 73102. The Company's registered agent at that address is The Corporation Company.

Dated: March 28, 2001

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC., a Delaware corporation
Sole Member

By /s/ Jo Lynn White
Jo Lynn White, Secretary

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Oklahoma, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: Vice President, Operations

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF OKLAHOMA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Oklahoma, LLC (the "Company") is executed as of March 30, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is BFI Waste Systems of Oklahoma, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Oklahoma shall be 735 First National Building, 120 North Robinson, Oklahoma City, Oklahoma 73102. The registered office may be changed to any other place within the State of Oklahoma upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Oklahoma are The Corporation Company, 735 First National Building, 120 North Robinson, Oklahoma City, Oklahoma 73102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 2038 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Oklahoma Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable

requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Oklahoma Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Oklahoma Limited Liability Company Act, as set forth in Okla. Stat, tit. 18, § 2000, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc., a
Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF SOUTH CAROLINA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of South Carolina, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157207 — 3375264

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF SOUTH CAROLINA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of South Carolina, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of South Carolina, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

**CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF TENNESSEE, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Tennessee, LLC".
2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 03/29/2001
010157216 — 3375270

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Tennessee, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager
Name: Donald W. Slager
Title: Vice President, Operations

**OPERATING AGREEMENT
OF
BFI WASTE SYSTEMS OF TENNESSEE, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Tennessee, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Tennessee, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Name and Address of Member	Initial Capital Contribution	Percentage Interest
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF FORMATION
BFI WASTE SYSTEMS OF VIRGINIA, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "BFI Waste Systems of Virginia, LLC".
2. Registered Office: Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 28th day of March, 2001.

BFI Waste Systems of North America, Inc.,
a Delaware corporation
Sole Member

By: /s/ Jo Lynn White
Jo Lynn White, Secretary/Authorized Person

Admission of Substituted Member

Reference is made to the Operating Agreement of BFI Waste Systems of Virginia, LLC, a Delaware limited liability company (the "**Company**"), dated as of March 29, 2001 (the "**Agreement**"), by BFI Waste Systems of North America, Inc., a Delaware corporation ("**Original Member**"). On the date hereof, Original Member transferred its member interest in the Company to its parent corporation, Browning-Ferris Industries, Inc., a Delaware corporation ("**Parent Company**"). The Parent Company then transferred its member interest in the Company to its parent corporation, Allied Waste North America, Inc., a Delaware corporation (the "**Substituted Member**").

The Substituted Member hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Original Member.

Dated: April 1, 2001.

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: Vice President, Operations

**OPERATING AGREEMENT
OF BFI WASTE SYSTEMS OF VIRGINIA, LLC**

This Operating Agreement (the "Agreement") of BFI Waste Systems of Virginia, LLC (the "Company") is executed as of March 29, 2001, by BFI Waste Systems of North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is BFI Waste Systems of Virginia, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and/or operating a landfill(s), and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: BFI Waste Systems of North America, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the

defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company;
- (c) The entry of a decree of dissolution under § 18-802 of the Act; or
- (d) At any time there are no members.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the

Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Waste Systems of North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
BIO-MED OF OREGON, INC.**

1. The name of the corporation is Bio-Med of Oregon, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII, ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “ 1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Bio-Med of Oregon, Inc.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

MAY 02 1990

CORPORATION DIVISION

STATE OF OREGON
DEPARTMENT OF COMMERCE
CORPORATION DIVISION

ARTICLES OF AMENDMENT
By Shareholders
(ORS 60)

1. Name of corporation prior to amendment: O. D. Recycling, Ltd.
2. Corporation Division registry number (if known): 112041-12
3. Date amendment was adopted by shareholders: April 9, 1990
4. State article number(s) and set forth article(s) as amended:

Article I is amended in its entirety to be as follows:

“The name of the corporation is Bio-Med of Oregon, Inc.”

5. Shareholder Vote:

<u>Class of Shares</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>	<u>Number of Shares Voted For</u>	<u>Number of Shares Voted Against</u>
common	1,000	1,000	1,000	none

6. Other provisions, if applicable, required to be set forth by ORS 60
7. We, the undersigned officers, declare under the penalties of perjury that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct, and complete.

/s/ [illegible] and /s/ [ILLEGIBLE]
President or Vice President Secretary or Assistant Secretary

Dated: April 9, 1990

8. Person to contact about this amendment:

Duane Sorensen
Name

757-0011
Telephone number

Submit the original and true copy to the Corporation Division, Commerce Building, 158 12th Street NE, Salem, Oregon 97310. There is no fee required. If you have any questions, please call (503) 378-4166.

BC-3 (11/86)

FILE NO. 112041

Articles of Amendment
to the Articles of Incorporation of
PACIFIC ENERGY RECOVERY CORPORATION

Pursuant to the provisions of ORS 57.370, the undersigned corporation executed [ILLEGIBLE] of Amendment to its Articles of Incorporation:

1. The name of the corporation prior to this amendment is: Pacific Energy Recovery Corporation
2. The following amendment of the Articles of Incorporation was adopted by the shareholders on September 7, 1982:

(The article or articles being amended should be set forth in full as they will be amended to read.)

Article I of the Articles of Incorporation, as amended, is hereby amended to read as follows:

"1. The name of this corporation is O. D. Recycling, Ltd. and its duration shall be perpetual."

B.C.6 Articles of Amendment—For Gain

8-77 Submit in Duplicate

3. The total number of shares which, at time of adoption of amendment, were outstanding 1,000; entitled to vote thereon 1,000; voted for amendment 1,000; voted against amendment none.

4. (If the shares of any class were entitled to vote on such amendment as a class.) The number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such amendment as follows: Not applicable.

Class	Number of Shares Outstanding and Entitled to Vote	For	Number of Shares Voted	Against
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5. (If amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein.) The exchange, reclassification or cancellation shall be effected as follows: None

6. (If amendment effects a change in amount of stated capital.) The amount of stated capital as changed is \$_____. Change effected as follows: None

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

Pacific Energy Recovery Corporation
Name of Corporation

by /s/ [illegible] and /s/ [ILLEGIBLE]
_____ President Assistant Secretary

Dated September 9, 1982.

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF
OREGON
FEB 12 1976
FRANK J. HEALY
CORPORATION COMMISSIONER

12a-B Articles of Amendment—For Gain
3-74 By Directors
Submit in duplicate

Articles of Amendment
By Directors
Of
PACIFIC ENERGY RECOVERY, INC.

Pursuant to the provisions of ORS 57.360 (2) (a), the undersigned, being the president or vice-president and secretary or assistant secretary or a majority of the directors of the corporation hereinafter named, adopt the following Articles of Amendment:

1. The name of the corporation is Pacific Energy Recovery, Inc.
2. The corporation has not issued any shares of stock.
3. The following amendment of the Articles of Incorporation was adopted by a majority of the directors on February 6, 1976.

(The article or articles being amended should be set forth in full as they will be amended to read.)

“Article I. The name of this corporation is Pacific Energy Recovery Corporation and its duration shall be perpetual.”

One or more natural persons of the age of 21 years or more may incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

FILE NO. 112041
FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF
OREGON
OCT — 2 1975
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Incorporation
OF
PACIFIC ENERGY RECOVERY, INC.

The undersigned natural person(s) of the age of twenty-one years or more, acting as incorporators under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:

ARTICLE I The name of this corporation is Pacific Energy Recovery, Inc.

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.)

and its duration shall be perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are :

Research and development of energy recovery from solid waste and any other lawful activity for which corporations may be organized under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes. "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 10,000 \$1.00 par value

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, insert a statement as to the preferences, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is

421 S. W. 6th Avenue, Suite 1107,
(Street and Number)

Portland, Oregon
(City and State)

97204
(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

ARTICLE V The number of directors constituting the initial board of directors of the corporation is one/(at least three) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
Lee Davis Kell	(Street and Number) (City and State) (Zip) 421 S. W. 6th, Suite 1107, Portland, OR 97204

ARTICLE VI The name and address of each incorporator is:

Name	Address
Lee Davis Kell	(Street and Number) (City and State) (Zip) 421 S. W. 6th, Suite 1107, Portland, OR 97204

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

/s/ Lee Davis Kell

Dated October 1, 1975.

****Submit articles in duplicate original with filing and license fees as follows:**

If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
5,000	10,000	15	15	30
10,000	25,000	20	20	40
25,000	50,000	30	30	60
50,000	100,000	50	50	100
100,000	250,000	75	75	150
250,000	500,000	100	100	200
500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license fee and a \$200 filing fee—totaling \$400.

To determine the amount of organization fee payable by a corporation having stock without nominal or par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Bldg., 158 12th St. N.E., Salem, Oregon 97310.

**AMENDED AND RESTATED BYLAWS
OF
BIO-MED OF OREGON, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

1761459

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

May 21, 1997


BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
BLT ENTERPRISES OF OXNARD, INC.

FIRST: That the name of the corporation is
BLT ENTERPRISES OF OXNARD, INC.

SECOND: This corporation is a close corporation. All of the corporation's issued shares of all classes shall be held of record by not more than two (2) persons.

THIRD: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

FOURTH: The name of this corporation's initial agent for service of process in the State of California is:

Daniel Rosenthal, Esquire
2222 East Washington Blvd.
Los Angeles, CA 90021

FIFTH: The total number of shares which the corporation is authorized to issue is one thousand (1,000); all of such shares shall be without par value.

IN WITNESS WHEREOF, the undersigned have executed these Articles this 4th day of April, 1995.

/s/ R. A. Lopez

R. A. Lopez, Incorporator

/s/ E. C. Shannon

E. C. Shannon, Incorporator

/s/ M. J. Sandoval

M. J. Sandoval, Incorporator

A492413

[ILLEGIBLE]

May 21, 1997

BILL JONES, Secretary of State

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
BLT ENTERPRISES OF OXNARD, INC.
a California corporation**

Bernard Huberman and Daniel Rosenthal certify that:

1. They are the President and Secretary, respectively, of BLT Enterprises of Oxnard, Inc., a California corporation.

2. The Articles of Incorporation of this corporation are amended to add Articles SIXTH and SEVENTH as follows:

“SIXTH: The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVENTH: The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.”

4. The foregoing amendment has been approved by the Board of Directors of the corporation.

5. The foregoing amendment has been duly approved by the required vote of the shareholders of the corporation in accordance with Section 902 of the California Corporations Code. The corporation has only one class of shares. The total number of outstanding shares of the corporation is 200. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage required was more than 50%.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: 2/3/97

/s/ Bernard Huberman
Bernard Huberman, President

/s/ Daniel Rosenthal
Daniel Rosenthal, Secretary

**SECOND AMENDED AND RESTATED BYLAWS
OF
BLT ENTERPRISES OF OXNARD, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**PARTNERSHIP AGREEMENT
OF
BLUE RIDGE LANDFILL GENERAL PARTNERSHIP**

This Partnership Agreement is entered into as of this 5th day of October, 1999, between Allied Waste North America, Inc., a Delaware corporation, and Browning-Ferris Industries of Tennessee, Inc., a Tennessee corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Blue Ridge Landfill General Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Kentucky law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's "minimum gain," as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified

in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Kentucky shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Kentucky Revised Statutes applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Vice President, Legal

**Browning-Ferris Industries of
Tennessee, Inc.,**
a Tennessee corporation

By: /s/ Donald W. Slager
Its: Executive Vice President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 990.00	99%
Browning-Ferris Industries of Tennessee, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 02/25/2003
030122471 — 3375016

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI WASTE SYSTEMS OF TEXAS, LP

The undersigned, desiring to amend the Certificate of Limited Partnership of BFI Waste Systems of Texas, LP pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Waste Systems of Texas, LP.

SECOND: Article I of the Certificate of Limited Partnership shall be amended as follows:

The name of the limited partnership is "Blue Ridge Landfill TX, LP".

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 24th day of February, 2003.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation, its General Partner

By /s/ Donald W. Slager

Name: Donald W. Slager

Title: Authorized Person

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BFI WASTE SYSTEMS OF TEXAS, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "BFI Waste Systems of Texas, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Waste Systems of Texas, LP as of March 28, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White
Name: Jo Lynn White
Title: Secretary / Authorized Person

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
BLUE RIDGE LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Blue Ridge Landfill TX, LP (the "First Amendment") is entered into effective as of August 28, 2003 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Blue Ridge Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on March 29, 2001, and the related Agreement of Limited Partnership of BFI Waste Systems of Texas, LP, now known as Blue Ridge Landfill TX, LP, dated as of March 29, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Donald W. Slager
Donald W. Slager, President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI WASTE SYSTEMS OF TEXAS, LP**

This Agreement of Limited Partnership is entered into as of March 29, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is BFI Waste Systems of Texas, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;
- (c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or
- (d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White
Name: Jo Lynn White
Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

State of Delaware
Secretary of state
Division of Corporations
Delivered 07:19 PM 09/03/2003
FILED 06:04 PM 09/03/2003
SRV 030569900 — 2922571 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

KANKEEKEE RDF LANDFILL, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Kankeeksee RDF Landfill, Inc. be amended by changing paragraph 1 thereof so that, as amended, said paragraph shall be and read as follows:

1. The name of the corporation is Bond County Landfill, Inc. (the "Corporation").

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Kankeeksee RDF Landfill, Inc. has caused this certificate to be signed by Jo Lynn White, its Secretary, this 3rd day of September, 2003.

KANKEEKEE RDF LANDFILL, INC.

By /s/ Jo Lynn White
Jo Lynn White, Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

DRAW ACQUISITION COMPANY TWENTY-THREE, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Draw Acquisition Company Twenty-Three be amended by changing paragraph 1 thereof so that, as amended, said paragraph shall be and read as follows:

1. The name of the corporation is Kankeekee RDF Landfill, Inc. (the "Corporation").

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Draw Acquisition Company Twenty-Three has caused this certificate to be signed by Steven M. Helm, its Vice President, this 1st day of March, 2000.

DRAW ACQUISITION COMPANY TWENTY-THREE

By /s/ Steven M. Helm
Steven M. Helm, Vice President

**CERTIFICATE OF INCORPORATION
OF
DRAW ACQUISITION COMPANY TWENTY-THREE**

1. The name of the Corporation is Draw Acquisition Company Twenty-Three (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

W.T. Eggleston, Jr.
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

Larry Henk
Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
-

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 20th day of July, 1998.

/s/ W.T. Eggelston Jr.
W.T. Eggelston Jr., Incorporator

**BYLAWS
OF
DRAW ACQUISITION COMPANY TWENTY-THREE
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the

inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the

Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a

quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall

perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of

the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that

may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a

presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint

venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability

asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

AUG 18 1997


BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
Borrego Landfill, Inc.

FIRST: That the name of the corporation is Borrego Landfill, Inc.

SECOND: The name of this corporation's initial agent for service of process in the State of California is:

C T CORPORATION SYSTEM

THIRD: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: One Thousand (1,000).

FOURTH: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

FIFTH: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California.

IN WITNESS WHEREOF, the undersigned has executed these Articles this Aug 5, 1997.

/s/ Janice L. Rockey
Incorporator

**BYLAWS OF
BORREGO LANDFILL, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 7201 East Camelback Road, Suite #375, Scottsdale, Arizona, 85251. The Corporation may also have offices and branch offices at such other places within and without the State of California as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of California as may be selected by the Board of Directors or the Executive Committee. If the Board of Directors or Executive Committee fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which applicable law requires, as a condition to the validity of a proxy, that it provide that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the meeting may be reconvened at any place within or without the State of California, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of California as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of

shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of California or in the city or county in the State of California in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the

Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of California) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of

the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation. The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and

exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or

nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the General Corporation Law of California.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "California." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756

FILED
MAR 03 1997

**This space for use by
Secretary of State**

Payment must be made by certified check,
cashier's check, Illinois attorney's check,
Illinois C.P.A.'s check or money order,
payable to "Secretary of State."

GEORGE H. RYAN
SECRETARY OF STATE

Date 3-3-97
Franchise Tax \$ 25
Filing Fee \$ 75
Approved: \$ 100

1. CORPORATE NAME: Borrow Pit Corp.

(The corporate name must contain the word "corporation", "company", "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:

Clifton	A.	Lake
<i>First Name</i>	<i>Middle Initial</i>	<i>Last name</i>
500 W. Madison St.		40th Flr.
<i>Number</i>	<i>Street</i>	<i>Suite #</i>
Chicago IL	60661-2511	Cook
<i>City</i>	<i>Zip Code</i>	<i>County</i>

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

To engage in any lawful act or activity for which corporations may be incorporated under the Illinois Business Corporation Act of 1983, as amended.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Per Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Considered to be Received Therefor
Common	\$1.00	10,000	1,000	\$1,000.00

TOTAL = \$1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

SEE ATTACHMENT

EXPEDITED

MAR 3 1997

SECRETARY OF STATE

(over)

ATTACHMENT
ARTICLES OF INCORPORATION
BORROW PIT CORP.

ARTICLE 4, Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

Pursuant to Section 7.40 (b) of the Illinois Business Corporation Act of 1983, as amended (the "Act"), cumulative voting rights are hereby eliminated in all circumstances.

Pursuant to Section 2.10 (b) (2)(v) of the Act, any provisions of the Act that require for approval of corporate action a two-thirds vote of the shareholders shall be superseded by these Articles of Incorporation to require the vote of the holders of a majority of the outstanding shares of each class entitled to vote as a class on the matter.

ARTICLE 7 — Other Provisions.

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 8.65 of Act, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the Act as so hereafter amended. Any repeal or modification of this article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

AMENDED AND RESTATED BYLAWS
OF
BORROW PIT CORP.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders

and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its

employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to

any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a

quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.